

**State:** Arkansas **Filing Company:** Aviva Life and Annuity Company  
**TOI/Sub-TOI:** A07I Individual Annuities - Special/A07I.001 Equity Indexed  
**Product Name:** TBS5 (09/12) et. al  
**Project Name/Number:** TBS5 (09/12) et. al /AMER-128754594

## Filing at a Glance

Company: Aviva Life and Annuity Company  
 Product Name: TBS5 (09/12) et. al  
 State: Arkansas  
 TOI: A07I Individual Annuities - Special  
 Sub-TOI: A07I.001 Equity Indexed  
 Filing Type: Form  
 Date Submitted: 11/02/2012  
 SERFF Tr Num: AMER-128754594  
 SERFF Status: Closed-Approved-Closed  
 State Tr Num:  
 State Status: Approved-Closed  
 Co Tr Num: TBS5 (09/12) ET. AL  
 Implementation: On Approval  
 Date Requested:  
 Author(s): Jaime Gertsen, Susan Falk, Chris Cecak, Andrea Davey  
 Reviewer(s): Linda Bird (primary)  
 Disposition Date: 11/15/2012  
 Disposition Status: Approved-Closed  
 Implementation Date:  
 State Filing Description:

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## General Information

Project Name: TBS5 (09/12) et. al	Status of Filing in Domicile: Authorized
Project Number: AMER-128754594	Date Approved in Domicile: 10/25/2012
Requested Filing Mode: Review & Approval	Domicile Status Comments: State of domicile is the state of Iowa
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 11/15/2012
	State Status Changed: 11/15/2012
Deemer Date:	Created By: Chris Cecak
Submitted By: Chris Cecak	Corresponding Filing Tracking Number:

### Filing Description:

#### RE Forms:

Single Premium Indexed Deferred Annuity Contract, TBS5 (09/12)  
 Single Premium Indexed Deferred Annuity Contract, TBS10 (09/12)  
 Single Premium Indexed Deferred Annuity Contract, TBS15 (09/12)  
 Income Benefit Rider, TBSIRF (09/12)  
 Income Benefit Rider, TBSIRI (09/12)  
 Market Value Adjustment Endorsement, TBSMVA (09/12)  
 No Cap Point-to-Point Index Strategy Endorsement, TBSNCPTP (09/12)  
 Point-to-Point Index Strategy Endorsement, TBSPTP (09/12)  
 Point-to-Point Multiple Index Strategy Endorsement, TBSMI (09/12)  
 Monthly Average Index Strategy Endorsement, TBSMA (09/12)  
 Monthly Cap Index Strategy Endorsement, TBSMC (09/12)  
 Fixed Strategy Endorsement, TBSFIXED (09/12)

Application form 80500 6/08 FW was previously approved by the Department on 06/20/2008 and will be utilized with the contract and riders submitted for approval.

Forms TBS5 (09/12), TBS10 (09/12), and TBS15 (09/12) are for review is a Single Premium Deferred Annuity contract which provides annuity benefits, death benefits and cash surrender values. The differences between these 3 forms consist of different withdrawal charge schedules, premium bonus features, and premium bonus vesting adjustments.

In addition to the Contract, we have developed the following strategies that could be used with the contract: No Cap Point-to-Point Index Strategy Endorsement, TBSNCPTP (09/12)

Point-to-Point Index Strategy Endorsement, TBSPTP (09/12), Point-to-Point Multiple Index Strategy Endorsement, TBSMI (09/12), Monthly Average Index Strategy Endorsement, TBSMA (09/12), Monthly Cap Index Strategy Endorsement, TBSMC (09/12), Fixed Strategy Endorsement, TBSFIXED (09/12).

These Endorsements are designed to be attached to the Contract as of the Contract Date. Should additional strategies subsequently be developed for use with the Contract, we will submit the additional strategies for approval prior to use.

Forms TBSIRF (09/12) and TBSIRI (09/12), provide an optional living benefit rider that provides a guaranteed level of income withdrawals for life, regardless of Accumulation Value. There is a cost associated with the election of these Riders. If the Rider is elected, the cost for the Rider is deducted from the annuity Contract to which the Rider is attached. The Rider can be elected only at the time of application and can be terminated only as described in the Rider. The differences between the two Income is that one provides for additional interest credits to be credited prior to electing the Lifetime Income Benefit, while the other does not. The crediting rates will be different for each of these Riders.

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To the best of my knowledge and belief, this filing complies with the rules and regulations of the State of Arkansas. I appreciate your review and subsequent approval. Please let me know if I may be of further assistance.

## Company and Contact

### Filing Contact Information

Chris Cecak, Product Compliance Specialist  
chris.cecak@avivausa.com  
7700 Mills Civic Parkway  
West Des Moines, IA 50266-3862  
515-342-2975 [Phone]

### Filing Company Information

Aviva Life and Annuity Company	CoCode: 61689	State of Domicile: Iowa
555 South Kansas Avenue	Group Code: 44	Company Type: Insurance
Topeka, KS 66603	Group Name:	State ID Number:
(785) 295-4352 ext. [Phone]	FEIN Number: 42-0175020	

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$600.00
Retaliatory?	No
Fee Explanation:	12 forms x \$50 per form = \$600
Per Company:	No

Company	Amount	Date Processed	Transaction #
Aviva Life and Annuity Company	\$600.00	11/02/2012	64524631

<b>SERFF Tracking #:</b>	AMER-128754594	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	TBS5 (09/12) ET. AL
<b>State:</b>	Arkansas	<b>Filing Company:</b>	Aviva Life and Annuity Company		
<b>TOI/Sub-TOI:</b>	A07I Individual Annuities - Special/A07I.001 Equity Indexed				
<b>Product Name:</b>	TBS5 (09/12) et. al				
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/15/2012	11/15/2012

<b>State:</b>	Arkansas	<b>Filing Company:</b>	Aviva Life and Annuity Company
<b>TOI/Sub-TOI:</b>	A07I Individual Annuities - Special/A07I.001 Equity Indexed		
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<b>Project Name/Number:</b>	TBS5 (09/12) et. al /AMER-128754594		

## Disposition

Disposition Date: 11/15/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certification		Yes
Form	Single Premium Indexed Deferred Annuity Contract		Yes
Form	Single Premium Indexed Deferred Annuity Contract		Yes
Form	Single Premium Indexed Deferred Annuity Contract		Yes
Form	Fixed Strategy Endorsement		Yes
Form	Point-to-Point Index Strategy Endorsement		Yes
Form	Point-to-Point Multiple Index Strategy Endorsement		Yes
Form	No Cap Point-to-Point Index Strategy Endorsement		Yes
Form	Monthly Average Index Strategy Endorsement		Yes
Form	Monthly Cap Index Strategy Endorsement		Yes
Form	Income Benefit Rider		Yes
Form	Income Benefit Rider		Yes
Form	Market Value Adjustment Endorsement		Yes

SERFF Tracking #:

AMER-128754594

State Tracking #:

Company Tracking #:

TBS5 (09/12) ET. AL

State: Arkansas

Filing Company:

Aviva Life and Annuity Company

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## Form Schedule

### Lead Form Number:

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Single Premium Indexed Deferred Annuity Contract	TBS5 (09/12)	POL	Initial		50.000	TBS5 Contract - final.pdf
2		Single Premium Indexed Deferred Annuity Contract	TBS10 (09/12)	POL	Initial		50.000	TBS10 Contract - final.pdf
3		Single Premium Indexed Deferred Annuity Contract	TBS15 (09/12)	POL	Initial		50.000	TBS15 Contract - final.pdf
4		Fixed Strategy Endorsement	TBSFIX (09/12)	POLA	Initial		50.100	TBS Fixed Strategy - final.pdf
5		Point-to-Point Index Strategy Endorsement	TBSPTP (09/12)	POLA	Initial		51.700	PTP Strategy - final.pdf
6		Point-to-Point Multiple Index Strategy Endorsement	TBSMI (09/12)	POLA	Initial		51.100	Multi Index Strategy - final.pdf
7		No Cap Point-to-Point Index Strategy Endorsement	TBSNCPTP (09/12)	POLA	Initial		51.700	PTP uncapped Strategy - final.pdf
8		Monthly Average Index Strategy Endorsement	TBSMA (09/12)	POLA	Initial		52.100	TBS Monthly Avg Strategy - final.pdf
9		Monthly Cap Index Strategy Endorsement	TBSMC (09/12)	POLA	Initial		50.200	Monthly Cap Strategy - final.pdf

<b>State:</b>	Arkansas	<b>Filing Company:</b>	Aviva Life and Annuity Company
<b>TOI/Sub-TOI:</b>	A071 Individual Annuities - Special/A071.001 Equity Indexed		
<b>Product Name:</b>	TBS5 (09/12) et. al		
<b>Project Name/Number:</b>	TBS5 (09/12) et. al /AMER-128754594		

Lead Form Number:								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
10		Income Benefit Rider	TBSIRI (09/12)	POLA	Initial		51.800	TBS Income Rider participating final.pdf
11		Income Benefit Rider	TBSIRF (09/12)	POLA	Initial		51.800	TBS Income Rider FIXED final.pdf
12		Market Value Adjustment Endorsement	TBSMVA (09/12)	POLA	Initial		53.000	TBS MVA Endorsement - final.pdf

#### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

# Single Premium Indexed Deferred Annuity Contract

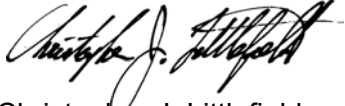
- Periodic income commencing on Annuity Date.
- Option to change type of Settlement Option payable prior to the Annuity Date.
- Non-Participating.
- Aviva Life and Annuity Company is a stock company.


**Aviva Life and Annuity Company** will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner(s) of the Premium when due.

The Company will pay the Death Proceeds to the Designated Beneficiary as provided in this Contract if any Owner who is not an Annuitant dies prior to the Annuity Date. The Company will pay the Death Benefit to the Beneficiary as provided in this Contract if: (1) any Owner who is an Annuitant dies prior to the Annuity Date, (2) all Owners are natural persons, no Owner is an Annuitant, and the last surviving Annuitant dies prior to the death of any Owner and prior to the Annuity Date, or (3) any Owner is a non-natural person and any Annuitant dies prior to the Annuity Date.

This is a legal contract between the Owner(s) and **Aviva Life and Annuity Company**.

**Please read Your Contract carefully. It includes the provisions both on the pages within and on any Riders or Endorsements which are attached. If You, as the Owner(s), are not satisfied with Your Contract, You may return it to the Company or to the insurance producer from whom Your Contract was purchased within {20} days following its receipt, and the Premium paid, less any Withdrawals, will be refunded, and Your Contract will be cancelled.**

  
Christopher J. Littlefield  
President and CEO

  
Richard C. Cohan  
Secretary



**Administrative Office:**  
Mail Processing Center  
P.O. Box 1555  
Des Moines, IA 50306-1555  
(888) 266-8489

**Home Office:**  
7700 Mills Civic Pkwy  
West Des Moines, IA 50266-3842  
(888) 266-8489



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# I. CONTRACT DATA PAGE

Contract Data	
Contract Number	{Specimen}
Annuitant	{John Doe}
Annuitant's Age	{35}
Annuitant's Gender	{Male}
Contract Date	{01/10/2012}
Annuity Date	{01/10/2072}
Premium	{\$5,000.00}
{Death Benefit Floor Interest Rate	{0.25%}}

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	{8.30}%
2	{7.80}%
3	{6.80}%
4	{5.90}%
5	{4.90}%
<p><b>There are no Withdrawal Charges applicable after the {fifth} Contract Year or to amounts withdrawn that are less than or equal to Your Contract's Free Withdrawal amount.</b></p>	

**CONTRACT DATA PAGE • Continued**

<b>Free Withdrawal Percentage Schedule</b>	
Contract Year	Percentage
1	{0.00}%
2	{5.00}%
3	{5.00}%
4	{5.00}%
5	{5.00}%
6+	100.00%

**Strategy Allocation Percentages  
on the Contract Date**

Fixed Strategy	{100.00}%
{1-Year} Point-to-Point Index Strategy {x Index}	{0.00}%
{2-Year} Monthly Cap Index Strategy {x Index}	{0.00}%
{3-Year} Point-to-Point Multiple Index Strategy {x Indices}	{0.00}%
{4-Year} Monthly Average Index Strategy {x Index}	{0.00}%
{5-Year} No Cap Point-to-Point Index Strategy {x Index}	{0.00}%

DATA ELEMENTS FOR EACH STRATEGY CAN BE FOUND IN THE ENDORSEMENTS ATTACHED TO YOUR CONTRACT. DATA ELEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, INITIAL AND MINIMUM INTEREST RATES, INITIAL INDEX PRICES, INITIAL AND MINIMUM PARTICIPATION RATES, INITIAL AND MAXIMUM ANNUAL SPREADS, AND INITIAL AND MINIMUM CAP RATES.

**For information, or to make a complaint regarding Your Contract, call: {1-888-266-8489}**

## II. DEFINITIONS

- **Annuitant, Joint Annuitants**

The Annuitant is the natural person named on the Contract Data Page. The Annuitant is the person whose life determines the annuity payments made under Your Contract. We will allow You to name two natural persons on the application to serve as Joint Annuitants.

No Annuitant may be changed except where: (1) a surviving spouse Designated Beneficiary or Beneficiary, as applicable, continues the Contract as his or her own as provided under the Death Provisions section of this Contract, or (2) the Designated Beneficiary or Beneficiary, as applicable, applies the Death Proceeds or Death Benefit, as applicable, to a Settlement Option.

- **Annuity Date**

The Annuity Date is the date on which annuity payments will begin. The Annuity Date is the date shown on the Contract Data Page and is the Contract Anniversary on or first following the later of the Annuitant's age 95, or the 10th Contract Anniversary, unless modified by any Rider or Endorsement. In the case of Joint Annuitants, the Annuity Date will be set based on the age of the older.

- **Beneficiary**

The Beneficiary is the person(s) or entity(ies) named to receive the Death Benefit.

- **Business Day**

Business Day means any day of the week except for Saturday, Sunday and U.S. Federal holidays.

- **Company, We, Us, Our**

Company, We, Us and Our refers to Aviva Life and Annuity Company.

- **Contract Date**

The Contract Date is the date Your Contract is issued and is shown on the Contract Data Page.

- **Contract Year, Contract Anniversary**

Contract Years and Contract Anniversaries are determined from the Contract Date. Here is a hypothetical example: if the Contract Date is January 10, 2012, the first Contract Year ends on January 9, 2013, and the first Contract Anniversary is January 10, 2013.

- **Notice, Notify, Notifying**

Notice, Notify and Notifying means written requests and information that You sign and We receive and accept at Our Administrative Office address of {P.O. Box 1555, Des Moines, IA 50306-1555}.

- **Notification Date**

For each Contract Anniversary there is a Notification Date. The Notification Date is four (4) Business Days before each Contract Anniversary.

- **Owner(s)**

Owner(s) means the Contract owner(s) named in the application or their successor(s) or assignee(s) if You provide Notice that ownership has been assigned. If no owner(s) is named on the application, the Annuitant(s) will be the Owner(s).

- **You, Your**

You and Your refers to the Owner(s).

- **Withdrawal**

Unless otherwise specified, Withdrawal means a withdrawal of any type taken under Your Contract, including a surrender of Your Contract.

### III. GENERAL PROVISIONS

- **Annuity Payments**

Annuity payments will commence on the Annuity Date if:

- all Owners are natural persons and all the Owners and at least one Annuitant are alive on the Annuity Date; or
- if any Owner is a non-natural person and all Annuitants are alive on the Annuity Date.

Annuity payments will be paid to an Annuitant in accordance with the terms and conditions of the Settlement Option elected by the Owner(s), or if no Settlement Option is elected, in accordance with the terms and conditions of this Annuity Payments provision. In order to receive payments, an Annuitant must be living on the Annuity Date and on the date that each following payment is due, if applicable, under the terms of the elected annuity Settlement Option or the payment provisions below, if applicable. The Settlement Options are described in the Settlement Options section of Your Contract. We may require proof of the correct age and gender of an Annuitant before making annuity payments.

An election of a Settlement Option must be made in writing by the Owner(s) and is irrevocable on or after the Annuity Date. If a Settlement Option has not been elected prior to the Annuity Date, one of the following two payment provisions will apply:

- **if there is one living Annuitant on the Annuity Date**, the Cash Surrender Value of Your Contract will be applied to provide annuity payments for the guaranteed period of 10 years and thereafter for the lifetime of that Annuitant; or
- **if there are two living Joint Annuitants on the Annuity Date**, the Cash Surrender Value of Your Contract will be applied to provide annuity payments for the joint lifetime of the Joint Annuitants and in an equal amount during the lifetime of the surviving Annuitant.

- **Assignment**

Your Contract may be assigned by Notifying Us unless otherwise restricted by Endorsement or the Termination provision. The assignment will take effect on the date the Notice was signed; however, the assignment is subject to any action taken by Us before receipt of the Notice. We have no liability under any assignment for Our actions or omissions done in good faith.

- **Beneficiary Change**

Prior to the date the Death Benefit becomes payable, You may change a Beneficiary by Notifying Us. You may name one or more contingent Beneficiaries. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. A change will take effect as of the date You signed the Notice. Any change is subject to payment or other action taken by Us before the Notice was received by Us.



- **Contract**

This Contract, including the Contract Data Page, the attached application, and any attached Endorsements, Riders or signed amendments constitute the entire Contract. No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Conformity with Applicable Laws**

The paid-up annuity or Cash Surrender Value available under Your Contract are not less than the minimum benefits required by statute or regulation in the state in which Your Contract is issued. If any provision of Your Contract is determined not to provide the minimum benefits, such provision will be deemed to be amended to conform or comply with such laws or regulations. Notwithstanding any provision in Your Contract to the contrary, all distributions under Your Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, as amended, or Section 401(a)(9), as amended, as applicable, and all terms of Your Contract will be interpreted consistently with the requirements of Section 72(s) or Section 401(a)(9), as applicable.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of Your Contract will not be contestable.

- **Misstatement of Age or Gender**

If the age or gender of an Annuitant has been misstated, the amount We will pay will be that which the Premium paid would have purchased if the correct age and gender had been stated. Age will be calculated as the age at the last birthday of that Annuitant. Any underpayments made by Us will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by Us will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Ownership**

All rights described in Your Contract may be exercised by You subject to the rights of:

- any assignee of record with Us; and
- any irrevocably named Beneficiary.

Subject to the Death Provisions section, during the time when at least one Annuitant is alive, in the case of single ownership, if the Owner who is a natural person dies, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner.

Subject to the Death Provisions section, during the time when at least one Annuitant is alive, in the case of multiple Owners, on the death of any Owner(s), ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner; but if a contingent owner is named, ownership will pass to the contingent owner.

All of Your rights under this Contract terminate on the death of the Annuitant, or in the case of Joint Annuitants, on the death of the last survivor.

- **Premium Taxes**

Your state may charge Us a Premium Tax for Your Contract. We may deduct the amount of such tax from Your Premium when Your Premium is received, or from the Accumulated Value of Your Contract upon:

- any Withdrawal from Your Contract; or
- the surrender of Your Contract; or
- the election of a Settlement Option; or
- the payment of a Death Benefit or Death Proceeds.

- **Statements**

We will furnish annually, and at any time upon Your request, a statement reflecting Contract activity and values.

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**IV. PREMIUM AND ACCUMULATED VALUE**

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- **Payment of Premium**

The Premium is the amount We receive for Your Contract, as shown on the Contract Data Page, and is due on the Contract Date. Premium must be delivered to Our Administrative Office by You or through Your insurance producer. We may limit the amount of Premium that We will accept for Your Contract, and no Premium will be accepted after the Contract Date.

- **Accumulated Value**

The Accumulated Value of Your Contract at any time is equal to the sum of the Strategy Values.

- **Strategy Value**

The Strategy Value of a Strategy at any time is determined based on the provisions of the Endorsement for that Strategy.

- **Interest Credits**

Interest Credits will be calculated for a Strategy based on the provisions of the Endorsement for that Strategy.

- **Strategies**

The Strategies for Your Contract are the Strategies that are added to and made part of Your Contract by separate Endorsement. The Strategies on the Contract Date are shown on the Contract Data Page. After a Strategy has been added to and made part of Your Contract, Premium may be allocated and funds transferred to the Strategy in accordance with the provisions of the Endorsement for that Strategy.

- **Strategy Allocation Percentages**

On the Contract Date, the Premium will be credited to the Strategies based on the Strategy Allocation Percentages selected by the Owner(s). The Strategy Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100% and must not exceed the Maximum Allocation Percentage Limit for a particular Strategy. The Maximum Allocation Percentage Limit is shown on the Strategy Endorsement Data Page. The sum of the Strategy Allocation Percentages must at all times equal 100%. The Strategy Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

- **Transferred Premium**

To the extent a Strategy allows for transfers to be made from that Strategy to one or more of Your Contract's other Strategies, the Transferred Premium section of the Endorsement for that Strategy contains the provisions for making such transfers. For any transfer request We receive where the amount to be transferred represents a percentage of a known or unknown value, We will use Our best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of Your original request.

## V. CASH SURRENDER VALUE AND WITHDRAWALS

- **Cash Surrender Value**

On or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under this Contract, You may surrender Your Contract for the Cash Surrender Value.

The Cash Surrender Value is the greater of A or B where:

- A is the Accumulated Value, adjusted for any applicable Withdrawal Charge and any applicable Market Value Adjustment; and
- B is the Minimum Guaranteed Contract Value.

Market Value Adjustments will be calculated in accordance with the provisions of the Market Value Adjustment Endorsement, if attached to Your Contract.

- **Withdrawal Charge**

A Withdrawal Charge will only apply to amounts withdrawn in excess of Your Contract's Free Withdrawal amount. The Withdrawal Charge applied in any Contract Year to a Withdrawal that is greater than the Free Withdrawal amount will be equal to  $[(A - B) \times C]$  where:

- A is the Accumulated Value associated with the amount of the Withdrawal;
- B is the Free Withdrawal amount associated with A immediately above that is available and remaining in the Contract Year; and
- C is the applicable Withdrawal Charge Rate shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of Your Contract at any time is equal to the sum of each Strategy's Minimum Guaranteed Strategy Value.

- **Withdrawals, Free Withdrawals**

On or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under this Contract, You may request a Withdrawal from Your Contract. The Withdrawal amount cannot be greater than the Cash Surrender Value. Unless You direct otherwise, all Withdrawals will be taken first from the Fixed Strategy. To the extent there are not enough funds in the Fixed Strategy to cover the entire Withdrawal, We will deduct the balance pro rata from the other Strategies in which You have funds.

A Free Withdrawal amount is provided by Your Contract. This means there will be no Withdrawal Charges or Market Value Adjustments applied to the Free Withdrawal amount. The Free Withdrawal amount available to You each Contract Year will be equal to the Free Withdrawal Percentage multiplied by the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year. The Free Withdrawal Percentages are shown on the Contract Data Page. Any unused portion of the Free Withdrawal amount for a Contract Year cannot be carried over to the following Contract Year.

If the amount of a Withdrawal in any Contract Year exceeds the Free Withdrawal amount for that Contract Year, such excess Withdrawal will be subject to any applicable Withdrawal Charge and Market Value Adjustment. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of Your Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to Your Contract.

To take a Withdrawal from Your Contract, You must Notify Us. The minimum amount that You may request to be withdrawn from Your Contract at any time is \$500.

We reserve the right to pay Withdrawal amounts directly to You.

We may defer payment of any Withdrawals of any type from Your Contract for up to six months if the insurance regulatory authority of the state in which Your Contract was issued approves such deferral.

- **Required Minimum Distribution Withdrawals**

This provision applies only if Your Contract is subject to the minimum distribution requirements under Internal Revenue Code Section 401(a)(9), such as if this Contract is issued in connection with a qualified plan under Section 401(a), a Section 403(b) contract, an individual retirement annuity contract under Section 408 or a Roth IRA under Section 408A.

Any withdrawal of a required minimum distribution under Section 401(a)(9) with respect to this Contract, as calculated by Us, will not be subject to Withdrawal Charges or Market Value Adjustments. Any required minimum distribution withdrawal amount does include and is not in addition to the Contract's Free Withdrawal amount.

- **{Terminal Illness Waiver of Withdrawal Charges and Market Value Adjustments**

After the {first} Contract Year and on or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under the Contract, You may request a payment equal to an amount of up to Your Contract's Accumulated Value or the Minimum Guaranteed Contract Value, whichever is greater, if, at the time of the request, all of the following requirements are met:

- the Annuitant, or in the case of Joint Annuitants at least one, is diagnosed with a Terminal Illness; and
- the initial diagnosis occurs at least {one} year{s} after the Contract Date; and
- the payment request is accompanied by Proof of Terminal Illness.

Any payment made under this provision of Your Contract will not be subject to Withdrawal Charges or Market Value Adjustments.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

Physician for purposes of this provision and the Confinement Waiver of Withdrawal Charges and Market Value Adjustments provision means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State in which he/she performs such function. The Physician cannot be You, an Annuitant, a Beneficiary, a Designated Beneficiary, or a member of Your, an Annuitant's, a Beneficiary's or Designated Beneficiary's Immediate Family. Immediate Family means husband, wife, domestic partner, civil union partner, child, sibling, parent, grandparent, grandchild, cousin, aunt, uncle, niece, nephew and any of their spouses, domestic partners or civil union partners. State for purposes of this provision and the Confinement Waiver of Withdrawal Charges and Market Value Adjustments provision means each state of the United States of America, as well as the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam and American Samoa.

Proof of Terminal Illness means a written certification of Terminal Illness prepared by a Physician who has examined the ill Annuitant and is qualified to provide the certification.

We reserve the right to obtain, at any time, an additional opinion or an examination of the ill Annuitant from a Physician that We designate at Our expense. Should this opinion differ from that of the ill Annuitant's Physician, the opinion of Our Physician will prevail.}

- **{Confinement Waiver of Withdrawal Charges and Market Value Adjustments}**

After the {first} Contract Year and on or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under the Contract, You may request a payment equal to an amount of up to Your Contract's Accumulated Value or the Minimum Guaranteed Contract Value, whichever is greater, if, at the time of the request, all of the following requirements are met:

- the Annuitant, or in the case of Joint Annuitants at least one, is confined to a Qualified Care Facility; and
- confinement continues for at least sixty (60) consecutive days; and
- confinement begins at least {one} year after the Contract Date; and
- confinement is recommended in writing by a Physician; and
- We receive the payment request and the Physician's written recommendation no later than ninety (90) days following the date the confinement has ceased.

Any payment made under this provision of Your Contract will not be subject to Withdrawal Charges or Market Value Adjustments.

A Qualified Care Facility means a Convalescent Care Facility, Hospice Facility or Hospital as described on the following page:

- Convalescent Care Facility means an institution which: (i) is licensed by the State as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; and (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); and (iii) maintains a daily record of each patient which is available for Our review; and (iv) administers a planned program of observation and treatment by a Physician (which for purposes of this provision also cannot be the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

- Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with State law.
- Hospital means an institution which: (i) is licensed as a hospital and operated pursuant to law; and (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

We reserve the right to obtain, at any time, an additional opinion or an examination of the ill Annuitant from a Physician that we designate at Our expense. Should this opinion differ from that of the ill Annuitant's Physician, the opinion of Our Physician will prevail.}

## VI. DEATH PROVISIONS

- **Distributions on Death of an Owner who is not an Annuitant prior to the Annuity Date**

If any Owner who is not an Annuitant dies prior to the Annuity Date and a Death Benefit is not payable, We will pay the Death Proceeds to the Designated Beneficiary.

We will pay the Death Proceeds within five (5) years of the death of the Owner. If the Designated Beneficiary is an individual, such Designated Beneficiary may elect for the Death Proceeds to be distributed over the life of the Designated Beneficiary, or over a period not extending beyond the life expectancy of the Designated Beneficiary, provided that such distributions begin no later than one year after the Owner's death.

If the Designated Beneficiary is the deceased Owner's surviving spouse, the surviving spouse can elect to continue the Contract as the sole Owner in lieu of receiving the Death Proceeds. This provision relating to the surviving spouse can only apply once, and cannot apply a second time if the surviving spouse elects to continue the Contract, remarries and then dies.

All elections must be made by submitting the appropriate paperwork to Us.

Designated Beneficiary means: (i) the surviving Owner(s); or (ii) if there is no surviving Owner(s), the contingent owner named in the application, or as later changed, if any; or (iii) if no contingent owner is named, and there is no surviving Owner(s), the estate of the last surviving Owner.

The Death Proceeds will be equal to the greater of the: (i) Accumulated Value, or (ii) the Minimum Guaranteed Contract Value.

- **Death Benefit**

The Death Benefit will be equal to the greater(est) of the: (i) Accumulated Value, or (ii) the Minimum Guaranteed Contract Value, or (iii) the Death Benefit Floor}.

{On the Contract Date, the Death Benefit Floor is the Premium.

After the Contract Date, the Death Benefit Floor is equal to  $A + B - C$  where:

- A is the Death Benefit Floor as of the previous day after all transactions have been recorded;
- B is the Death Benefit Floor Interest Credits credited to the Death Benefit Floor on that day; and
- C is the sum of any Withdrawals.

Withdrawals will reduce the Death Benefit Floor by the same proportion that the Accumulated Value is reduced.

Death Benefit Floor Interest Credits are calculated as  $D \times (E - F)$  where:

- D is the Death Benefit Floor Interest Rate shown on the Contract Data Page divided by 365;



- E is the Premium initially credited to Your Contract; and
- F is the sum of all Withdrawals that have been taken from the Premium..

The Death Benefit Floor Interest Credits will never be less than zero.

For this Death Benefit Floor purpose, whenever a Withdrawal is made from the Contract, the Withdrawal amount will be deducted first from Premium paid into the Contract and then from Death Benefit Floor Interest Credits.}

As applicable, the Death Benefit will be calculated as of the date We receive proof of death at Our Administrative Office in a form and manner satisfactory to Us, which includes:

- proof of death while the Contract was in effect;
- Our claim form properly completed from each Beneficiary, as applicable; and
- any other documents required by law.

As applicable, the Death Benefit will earn interest at a rate of interest no less than is required by law. Such amount will earn interest from the date We receive proof of death to the date of payment to the Beneficiary, as applicable.

- **Beneficiary**

The following rules apply unless otherwise permitted by Us in accordance with applicable law:

- No Beneficiary has any rights in Your Contract until the Beneficiary is entitled to the Death Benefit. If the Beneficiary, including an irrevocable Beneficiary, dies before that time, all rights of that Beneficiary will end at their death.
- If no Beneficiary has been named or if no Beneficiary is alive when the Annuitant dies, then the Beneficiary is the estate of the first Annuitant to die, or in the case where all Owners are natural persons and such Owners are not Annuitants, the estate of the last Annuitant to die will be the Beneficiary. If the death of both Joint Annuitants occurs simultaneously, the estates of both will be the Beneficiary. This provision does not apply if there is a named Beneficiary and such Beneficiary is an entity.
- If You have not designated how the Death Benefit is to be distributed and two or more Beneficiaries are entitled to the Death Benefit, the surviving Beneficiaries and any Beneficiaries that are entities will share the Death Benefit equally.
- If You have designated how the Death Benefit is to be distributed and a Beneficiary dies prior to the time such Beneficiary is entitled to the Death Benefit, the portion of the Death Benefit designated to the deceased Beneficiary will be divided among the surviving Beneficiaries and Beneficiaries that are entities on a pro rata basis. In other words, each surviving Beneficiary's or each entity Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all such Beneficiaries to determine the percentage each Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

- **Distributions on Death of an Annuitant prior to the Annuity Date**

If the Death Proceeds are not payable, We will pay the Death Benefit to the Beneficiary if:

- any Owner who is an Annuitant dies prior to the Annuity Date;
- all Owners are natural persons, no Owner is an Annuitant, and the last surviving Annuitant dies prior to the death of any Owner and prior to the Annuity Date; or
- any Owner is a non-natural person and any Annuitant dies prior to the Annuity Date.

If the deceased Annuitant is an Owner, or any Owner is a non-natural person, We will pay the Death Benefit within five (5) years of the Annuitant's death. If the Beneficiary is a natural person, such Beneficiary may elect for the Death Benefit to be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, provided that such distributions begin no later than one year after the Annuitant's death. In the case of a deceased Annuitant who is also an Owner, or in the case of an Owner who is a non-natural person, if the Beneficiary is the deceased Annuitant's surviving spouse, such surviving spouse can elect to continue the Contract as the sole Owner in lieu of receiving the Death Benefit. This provision relating to the surviving spouse can only apply once and cannot apply a second time if the surviving spouse elects to continue the Contract, remarries and then dies.

If all Owners are natural persons, no Owner is an Annuitant, and the last surviving Annuitant dies prior to the death of any Owner and prior to the Annuity Date, We will pay the Death Benefit immediately, and in all events within five (5) years of the last Annuitant's death.

All elections must be made by submitting the appropriate paperwork to Us.

- **Distributions on Death of an Owner or Annuitant on or after the Annuity Date**

On or after the Annuity Date and before the entire interest in the Contract has been distributed:

- If the first to die is an Owner who is not an Annuitant, any remaining interest in the Contract will be distributed under the method of distribution being used on the date of such death.
- If the first to die is an Owner who is an Annuitant, or no Owner is an Annuitant and the last surviving Annuitant dies before the death of any Owner, any remaining interest in the Contract will be distributed to the Beneficiary under the method of distribution being used on the date of such death.
- If the Owner is a non-natural person and any Annuitant dies, any remaining interest in the Contract will be distributed under the method of distribution being used on the date of such death.

## VII. SETTLEMENT OPTIONS

- **Election of Option**

On the Annuity Date, the Cash Surrender Value will be applied to provide annuity payments to an Annuitant in accordance with the applicable Settlement Option elected by the Owner or if no Settlement Option was elected, in accordance with the Annuity Payments provision. As stated in the Annuity Payments provision of Your Contract, an election of a Settlement Option must be made in writing by the Owner prior to the Annuity Date and is irrevocable on or after the Annuity Date.

Additionally, the Designated Beneficiary or Beneficiary, as applicable, may elect to receive the Death Proceeds or Death Benefit, as applicable, under one of the Settlement Options described below. The Settlement Option elected must satisfy section 72(s) of the Internal Revenue Code, as amended. Any election of a Settlement Option by a Designated Beneficiary or Beneficiary, as applicable, must be made in writing and is irrevocable on or after the Annuity Date. For purposes of the Settlement Options below, the Designated Beneficiary or Beneficiary, as applicable, will be the "Annuitant."

A lump sum along with a Settlement Option may be elected. The amount applied under the Settlement Option must be at least \$5,000.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. Payments less than \$100 will only be made annually.

- **Settlement Options**

No future payments under any option except as provided in the Settlement Option or by law may be assigned or transferred.

In addition to the Settlement Options below, We may provide other options at our discretion:

**Option 1: Life Annuity**

Monthly payments will be made during the lifetime of the Annuitant. The monthly payments will cease on the death of the Annuitant. No payments will be due after the death of the Annuitant.

**Option 2: Life Annuity with Guaranteed Period**

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Annuitant. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by Us. After the guaranteed period, monthly payments will cease on the death of the Annuitant, and no payments will be due after the death of the Annuitant. If the Annuitant dies during the guaranteed period, no payments will be due after the guaranteed period.

**Option 3: Installment Refund Life Annuity**

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Annuitant. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Annuitant, and no payments will be due after the death of the Annuitant. If the Annuitant dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

**Option 4: Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two Annuitants and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to  $\frac{2}{3}$  or  $\frac{1}{2}$  of the payment made during the joint lifetime of the two persons.

Annuity Settlement Option factors for Option 4 will be furnished upon request.

**Option 5: Fixed Period Annuity**

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The guaranteed monthly income rates in Your Contract are based on an interest rate of {1.50}% and where mortality is involved, the {Annuity 2000 Table developed by the Society of Actuaries projected for 20 years using 100% of Projection Scale G, with gender specific rates}. If the same income rates are required for males and females, the guaranteed monthly income rates for Annuity Settlement Options that involve mortality assume that Annuitants are 60% female and 40% male. We may offer guaranteed monthly income rates that are more favorable than those contained in Your Contract.

<b>Males - Option One, Two and Three</b>						
<b>Monthly Income Rates per \$1,000</b>						
<b>Period Certain &amp; Life</b>						
<b>Age</b>	<b>Life</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>Install Refund</b>
<b>60</b>	{3.85}	{3.84}	{3.81}	{3.73}	{3.61}	{3.48}
<b>65</b>	{4.46}	{4.44}	{4.35}	{4.20}	{3.96}	{3.88}
<b>70</b>	{5.29}	{5.23}	{5.04}	{4.72}	{4.30}	{4.39}
<b>75</b>	{6.41}	{6.28}	{5.86}	{5.25}	{4.56}	{5.03}
<b>80</b>	{7.98}	{7.65}	{6.78}	{5.70}	{4.73}	{5.86}
<b>85+</b>	{N/A}	{9.40}	{7.66}	{6.01}	{4.80}	{N/A}

<b>Females - Option One, Two and Three</b>						
<b>Monthly Income Rates per \$1,000</b>						
<b>Period Certain &amp; Life</b>						
<b>Age</b>	<b>Life</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>Install Refund</b>
<b>60</b>	{3.52}	{3.51}	{3.49}	{3.46}	{3.39}	{3.28}
<b>65</b>	{4.02}	{4.01}	{3.97}	{3.90}	{3.76}	{3.65}
<b>70</b>	{4.72}	{4.70}	{4.61}	{4.43}	{4.15}	{4.13}
<b>75</b>	{5.73}	{5.66}	{5.43}	{5.02}	{4.48}	{4.75}
<b>80</b>	{7.18}	{7.00}	{6.42}	{5.56}	{4.70}	{5.56}
<b>85+</b>	{N/A}	{8.81}	{7.43}	{5.95}	{4.79}	{N/A}

Non gender-specific - Option One, Two and Three Monthly Income Rates per \$1,000						
Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	{3.65}	{3.65}	{3.62}	{3.57}	{3.48}	{3.36}
65	{4.20}	{4.18}	{4.13}	{4.02}	{3.85}	{3.74}
70	{4.95}	{4.91}	{4.78}	{4.55}	{4.21}	{4.23}
75	{6.00}	{5.91}	{5.61}	{5.12}	{4.52}	{4.86}
80	{7.50}	{7.26}	{6.56}	{5.62}	{4.71}	{5.69}
85+	{N/A}	{9.05}	{7.53}	{5.98}	{4.80}	{N/A}

Option Five	
Number	Monthly
5	{17.28}
10	{8.96}
15	{6.20}
20	{4.81}
25	{3.99}
30	{3.44}

## **VIII. TERMINATION**

- **Termination**

Your Contract will terminate on the earlier of the following dates:

- the date on which all benefits are paid as required by Your Contract; or
- the date there is a change in any Owner or assignment of any benefits under the Contract in exchange for anything of value.

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- **Single Premium Indexed Deferred Annuity Contract**

Subject to the terms and conditions of Your Contract, periodic income commencing on the Annuity Date with the option to change the type of Settlement Option payable prior to the Annuity Date. Non-Participating. Aviva Life and Annuity Company is a stock company.

"Standard & Poor's®", "S&P®", "S&P 500®", "Standard & Poor's 500", and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Aviva Life and Annuity Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product.



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# Single Premium Indexed Deferred Annuity Contract

- Periodic income commencing on Annuity Date.
- Option to change type of Settlement Option payable prior to the Annuity Date.
- Non-Participating.
- Aviva Life and Annuity Company is a stock company.


**Aviva Life and Annuity Company** will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner(s) of the Premium when due.

The Company will pay the Death Proceeds to the Designated Beneficiary as provided in this Contract if any Owner who is not an Annuitant dies prior to the Annuity Date. The Company will pay the Death Benefit to the Beneficiary as provided in this Contract if: (1) any Owner who is an Annuitant dies prior to the Annuity Date, (2) all Owners are natural persons, no Owner is an Annuitant, and the last surviving Annuitant dies prior to the death of any Owner and prior to the Annuity Date, or (3) any Owner is a non-natural person and any Annuitant dies prior to the Annuity Date.

This is a legal contract between the Owner(s) and **Aviva Life and Annuity Company**.

**Please read Your Contract carefully. It includes the provisions both on the pages within and on any Riders or Endorsements which are attached. If You, as the Owner(s), are not satisfied with Your Contract, You may return it to the Company or to the insurance producer from whom Your Contract was purchased within {20} days following its receipt, and the Premium paid, less any Withdrawals, will be refunded, and Your Contract will be cancelled.**

  
Christopher J. Littlefield  
President and CEO

  
Richard C. Cohan  
Secretary



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# I. CONTRACT DATA PAGE

Contract Data	
Contract Number	{Specimen}
Annuitant	{John Doe}
Annuitant's Age	{35}
Annuitant's Gender	{Male}
Contract Date	{01/10/2012}
Annuity Date	{01/10/2072}
Premium	{\$5,000.00}
Premium Bonus Percentage	{1.00%}
{Death Benefit Floor Interest Rate	{0.25%}}

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	{10.00}%
2	{10.00}%
3	{10.00}%
4	{10.00}%
5	{9.00}%
6	{8.00}%
7	{7.00}%
8	{6.00}%
9	{5.00}%
10	{4.00}%
<p><b>There are no Withdrawal Charges applicable after the {tenth} Contract Year or to amounts withdrawn that are less than or equal to Your Contract's Free Withdrawal amount.</b></p>	

**CONTRACT DATA PAGE • Continued**

<b>Premium Bonus Vesting Percentage Schedule</b>	
<b>Contract Year</b>	<b>Percentage</b>
1	{0.00}%
2	{0.00}%
3	{0.00}%
4	{0.00}%
5	{0.00}%
6	{0.00}%
7	{0.00}%
8	{0.00}%
9	{0.00}%
10	{0.00}%
11+	100.00%

**CONTRACT DATA PAGE • Continued**

<b>Free Withdrawal Percentage Schedule</b>	
<b>Contract Year</b>	<b>Percentage</b>
1	{0.00}%
2	{0.00}%
3	{0.00}%
4	{0.00}%
5	{0.00}%
6	{0.00}%
7	{0.00}%
8	{0.00}%
9	{0.00}%
10	{0.00}%
11+	100.00%

**Strategy Allocation Percentages  
on the Contract Date**

Fixed Strategy	{100.00}%
{1 -Year} Point-to-Point Index Strategy {x Index}	{0.00}%
{2 -Year} Monthly Cap Index Strategy {x Index}	{0.00}%
{3 -Year} Point-to-Point Multiple Index Strategy {x Indices}	{0.00}%
{4 -Year} Monthly Average Index Strategy {x Index}	{0.00}%
{5 -Year} No Cap Point-to-Point Index Strategy {x Index}	{0.00}%

DATA ELEMENTS FOR EACH STRATEGY CAN BE FOUND IN THE ENDORSEMENTS ATTACHED TO YOUR CONTRACT. DATA ELEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, INITIAL AND MINIMUM INTEREST RATES, INITIAL INDEX PRICES, INITIAL AND MINIMUM PARTICIPATION RATES, INITIAL AND MAXIMUM ANNUAL SPREADS, AND INITIAL AND MINIMUM CAP RATES.

**For information, or to make a complaint regarding Your Contract, call: {1-888-266-8489}**



## II. DEFINITIONS

- **Annuitant, Joint Annuitants**

The Annuitant is the natural person named on the Contract Data Page. The Annuitant is the person whose life determines the annuity payments made under Your Contract. We will allow You to name two natural persons on the application to serve as Joint Annuitants.

No Annuitant may be changed except where: (1) a surviving spouse Designated Beneficiary or Beneficiary, as applicable, continues the Contract as his or her own as provided under the Death Provisions section of this Contract, or (2) the Designated Beneficiary or Beneficiary, as applicable, applies the Death Proceeds or Death Benefit, as applicable, to a Settlement Option.

- **Annuity Date**

The Annuity Date is the date on which annuity payments will begin. The Annuity Date is the date shown on the Contract Data Page and is the Contract Anniversary on or first following the later of the Annuitant's age 95, or the 26th Contract Anniversary, unless modified by any Rider or Endorsement. In the case of Joint Annuitants, the Annuity Date will be set based on the age of the older.

- **Beneficiary**

The Beneficiary is the person(s) or entity(ies) named to receive the Death Benefit.

- **Business Day**

Business Day means any day of the week except for Saturday, Sunday and U.S. Federal holidays.

- **Company, We, Us, Our**

Company, We, Us and Our refers to Aviva Life and Annuity Company.

- **Contract Date**

The Contract Date is the date Your Contract is issued and is shown on the Contract Data Page.

- **Contract Year, Contract Anniversary**

Contract Years and Contract Anniversaries are determined from the Contract Date. Here is a hypothetical example: if the Contract Date is January 10, 2012, the first Contract Year ends on January 9, 2013, and the first Contract Anniversary is January 10, 2013.

- **Notice, Notify, Notifying**

Notice, Notify and Notifying means written requests and information that You sign and We receive and accept at Our Administrative Office address of {P.O. Box 1555, Des Moines, IA 50306-1555}.

- **Notification Date**

For each Contract Anniversary there is a Notification Date. The Notification Date is four (4) Business Days before each Contract Anniversary.

- **Owner(s)**

Owner(s) means the Contract owner(s) named in the application or their successor(s) or assignee(s) if You provide Notice that ownership has been assigned. If no owner(s) is named on the application, the Annuitant(s) will be the Owner(s).

- **You, Your**

You and Your refers to the Owner(s).

- **Withdrawal**

Unless otherwise specified, Withdrawal means a withdrawal of any type taken under Your Contract, including a surrender of Your Contract.

### III. GENERAL PROVISIONS

- **Annuity Payments**

Annuity payments will commence on the Annuity Date if:

- all Owners are natural persons and all the Owners and at least one Annuitant are alive on the Annuity Date; or
- if any Owner is a non-natural person and all Annuitants are alive on the Annuity Date.

Annuity payments will be paid to an Annuitant in accordance with the terms and conditions of the Settlement Option elected by the Owner(s), or if no Settlement Option is elected, in accordance with the terms and conditions of this Annuity Payments provision. In order to receive payments, an Annuitant must be living on the Annuity Date and on the date that each following payment is due, if applicable, under the terms of the elected annuity Settlement Option or the payment provisions below, if applicable. The Settlement Options are described in the Settlement Options section of Your Contract. We may require proof of the correct age and gender of an Annuitant before making annuity payments.

An election of a Settlement Option must be made in writing by the Owner(s) and is irrevocable on or after the Annuity Date. If a Settlement Option has not been elected prior to the Annuity Date, one of the following two payment provisions will apply:

- **if there is one living Annuitant on the Annuity Date**, the Cash Surrender Value of Your Contract will be applied to provide annuity payments for the guaranteed period of 10 years and thereafter for the lifetime of that Annuitant; or
- **if there are two living Joint Annuitants on the Annuity Date**, the Cash Surrender Value of Your Contract will be applied to provide annuity payments for the joint lifetime of the Joint Annuitants and in an equal amount during the lifetime of the surviving Annuitant.

- **Assignment**

Your Contract may be assigned by Notifying Us unless otherwise restricted by Endorsement or the Termination provision. The assignment will take effect on the date the Notice was signed; however, the assignment is subject to any action taken by Us before receipt of the Notice. We have no liability under any assignment for Our actions or omissions done in good faith.

- **Beneficiary Change**

Prior to the date the Death Benefit becomes payable, You may change a Beneficiary by Notifying Us. You may name one or more contingent Beneficiaries. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. A change will take effect as of the date You signed the Notice. Any change is subject to payment or other action taken by Us before the Notice was received by Us.

- **Contract**

This Contract, including the Contract Data Page, the attached application, and any attached Endorsements, Riders or signed amendments constitute the entire Contract. No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Conformity with Applicable Laws**

The paid-up annuity or Cash Surrender Value available under Your Contract are not less than the minimum benefits required by statute or regulation in the state in which Your Contract is issued. If any provision of Your Contract is determined not to provide the minimum benefits, such provision will be deemed to be amended to conform or comply with such laws or regulations. Notwithstanding any provision in Your Contract to the contrary, all distributions under Your Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, as amended, or Section 401(a)(9), as amended, as applicable and all terms of Your Contract will be interpreted consistently with the requirements of Section 72(s) or Section 401(a)(9), as applicable.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of Your Contract will not be contestable.

- **Misstatement of Age or Gender**

If the age or gender of an Annuitant has been misstated, the amount We will pay will be that which the Premium paid would have purchased if the correct age and gender had been stated. Age will be calculated as the age at the last birthday of that Annuitant. Any underpayments made by Us will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by Us will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Ownership**

All rights described in Your Contract may be exercised by You subject to the rights of:

- any assignee of record with Us; and
- any irrevocably named Beneficiary.

Subject to the Death Provisions section, during the time when at least one Annuitant is alive, in the case of single ownership, if the Owner who is a natural person dies, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner.

Subject to the Death Provisions section, during the time when at least one Annuitant is alive, in the case of multiple Owners, on the death of any Owner(s), ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner; but if a contingent owner is named, ownership will pass to the contingent owner.

All of Your rights under this Contract terminate on the death of the Annuitant, or in the case of Joint Annuitants, on the death of the last survivor.

- **Premium Taxes**

Your state may charge Us a Premium Tax for Your Contract. We may deduct the amount of such tax from Your Premium when Your Premium is received, or from the Accumulated Value of Your Contract upon:

- any Withdrawal from Your Contract; or
- the surrender of Your Contract; or
- the election of a Settlement Option; or
- the payment of a Death Benefit or Death Proceeds.

- **Statements**

We will furnish annually, and at any time upon Your request, a statement reflecting Contract activity and values.

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**IV. PREMIUM AND ACCUMULATED VALUE**

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- **Payment of Premium**

The Premium is the amount We receive for Your Contract, as shown on the Contract Data Page, and is due on the Contract Date. Premium must be delivered to Our Administrative Office by You or through Your insurance producer. We may limit the amount of Premium that We will accept for Your Contract, and no Premium will be accepted after the Contract Date.

- **Premium Bonus**

We will calculate a Premium Bonus on the Contract Date.

The Premium Bonus calculated on the Contract Date will be equal to the Premium multiplied by the Premium Bonus Percentage. The Premium Bonus Percentage is shown on the Contract Data Page. The Premium Bonus attributable to the Premium will be credited to the Strategies on the Contract Date based on the Strategy Allocation Percentages selected by You. The Premium Bonus is only calculated and credited this one time.

- **Accumulated Value**

The Accumulated Value of Your Contract at any time is equal to the sum of the Premium Accumulated Value and the Premium Bonus Accumulated Value. The Accumulated Value is also equal to the sum of the Strategy Values.

- **Premium Accumulated Value**

The Premium Accumulated Value of Your Contract at any time is equal to  $A \times [1 / (1+B)]$  where:

A is the Accumulated Value; and  
B is the Premium Bonus Percentage.

The Premium Accumulated Value is separate from and does not include the Premium Bonus Accumulated Value.

- **Premium Bonus Accumulated Value**

The Premium Bonus Accumulated Value of Your Contract at any time is equal to the Accumulated Value minus the Premium Accumulated Value. The Premium Bonus Accumulated Value is separate from and does not include the Premium Accumulated Value.

- **Strategy Value**

The Strategy Value of a Strategy at any time is determined based on the provisions of the Endorsement for that Strategy.

- **Interest Credits**

Interest Credits will be calculated for a Strategy based on the provisions of the Endorsement for that Strategy.

- **Strategies**

The Strategies for Your Contract are the Strategies that are added to and made part of Your Contract by separate Endorsement. The Strategies on the Contract Date are shown on the Contract Data Page. After a Strategy has been added to and made part of Your Contract, Premium may be allocated and funds transferred to the Strategy in accordance with the provisions of the Endorsement for that Strategy.

- **Strategy Allocation Percentages**

On the Contract Date, the Premium and the Premium Bonus will be credited to the Strategies based on the Strategy Allocation Percentages selected by the Owner(s). The Strategy Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100% and must not exceed the Maximum Allocation Percentage Limit for a particular Strategy. The Maximum Allocation Percentage Limit is shown on the Strategy Endorsement Data Page. The sum of the Strategy Allocation Percentages must at all times equal 100%. The Strategy Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

- **Transferred Premium**

To the extent a Strategy allows for transfers to be made from that Strategy to one or more of Your Contract's other Strategies, the Transferred Premium section of the Endorsement for that Strategy contains the provisions for making such transfers. For any transfer request We receive where the amount to be transferred represents a percentage of a known or unknown value, We will use Our best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of Your original request.

## V. CASH SURRENDER VALUE AND WITHDRAWALS

- **Cash Surrender Value**

On or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under this Contract, You may surrender Your Contract for the Cash Surrender Value.

The Cash Surrender Value is the greater of A or B where:

- A is the Accumulated Value, adjusted for any applicable Withdrawal Charge, any applicable Premium Bonus Vesting Adjustment and any applicable Market Value Adjustment; and
- B is the Minimum Guaranteed Contract Value.

Market Value Adjustments will be calculated in accordance with the provisions of the Market Value Adjustment Endorsement, if attached to Your Contract.

- **Withdrawal Charge**

A Withdrawal Charge will only apply to amounts withdrawn in excess of Your Contract's Free Withdrawal amount. The Withdrawal Charge applied in any Contract Year to a Withdrawal that is greater than the Free Withdrawal amount will be equal to  $[(A - B) \times C]$  where:

- A is the Premium Accumulated Value associated with the amount of the Withdrawal;
- B is the Free Withdrawal amount associated with A immediately above that is available and remaining in the Contract Year; and
- C is the applicable Withdrawal Charge Rate shown on the Contract Data Page.

- **Premium Bonus Vesting Adjustment**

A Premium Bonus Vesting Adjustment will only apply to amounts withdrawn in excess of Your Contract's Free Withdrawal amount. The Premium Bonus Vesting Adjustment applied in any Contract Year to a Withdrawal that is greater than the Free Withdrawal amount will be equal to  $[(D - E) \times (100\% - F)]$  where:

- D is the Premium Bonus Accumulated Value associated with the amount of the Withdrawal;
- E is the Free Withdrawal amount associated with D immediately above that is available and remaining in the Contract Year; and
- F is the applicable Premium Bonus Vesting Percentage shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of Your Contract at any time is equal to the sum of each Strategy's Minimum Guaranteed Strategy Value.



- **Withdrawals, Free Withdrawals**

On or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under this Contract, You may request a Withdrawal from Your Contract. The Withdrawal amount cannot be greater than the Cash Surrender Value. All Withdrawals from Your Contract will be taken pro rata from the Premium Accumulated Value and the Premium Bonus Accumulated Value. Unless You direct otherwise, all Withdrawals will be taken first from the Fixed Strategy. To the extent there are not enough funds in the Fixed Strategy to cover the entire Withdrawal, We will deduct the balance pro rata from the other Strategies in which You have funds.

A Free Withdrawal amount is provided by Your Contract. This means there will be no Withdrawal Charges, Premium Bonus Vesting Adjustments or Market Value Adjustments applied to the Free Withdrawal amount. The Free Withdrawal amount available to You each Contract Year will be equal to the Free Withdrawal Percentage multiplied by the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year. The Free Withdrawal Percentages are shown on the Contract Data Page. Any unused portion of the Free Withdrawal amount for a Contract Year cannot be carried over to the following Contract Year.

If the amount of a Withdrawal in any Contract Year exceeds the Free Withdrawal amount for that Contract Year, such excess Withdrawal will be subject to any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of Your Contract. Premium Bonus Vesting Adjustments will be calculated as defined in the Premium Bonus Vesting Adjustment section of Your Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to Your Contract.

To take a Withdrawal from Your Contract, You must Notify Us. The minimum amount that You may request to be withdrawn from Your Contract at any time is \$500.

We reserve the right to pay Withdrawal amounts directly to You.

We may defer payment of any Withdrawals of any type from Your Contract for up to six months if the insurance regulatory authority of the state in which Your Contract was issued approves such deferral.

- **Required Minimum Distribution Withdrawals**

This provision applies only if Your Contract is subject to the minimum distribution requirements under Internal Revenue Code Section 401(a)(9), such as if this Contract is issued in connection with a qualified plan under Section 401(a), a Section 403(b) contract, an individual retirement annuity contract under Section 408, or a Roth IRA under Section 408A.

Any withdrawal of a required minimum distribution under Section 401(a)(9) with respect to this Contract, as calculated by Us, will not be subject to Withdrawal Charges, Premium Bonus Vesting Adjustments or Market Value Adjustments. Any required minimum distribution withdrawal amount does include and is not in addition to the Contract's Free Withdrawal amount.

- **{Terminal Illness Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments}**

After the {first} Contract Year and on or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under the Contract, You may request a payment equal to an amount of up to Your Contract's Accumulated Value or the Minimum Guaranteed Contract Value, whichever is greater, if, at the time of the request, all of the following requirements are met:

- the Annuitant, or in the case of Joint Annuitants at least one, is diagnosed with a Terminal Illness; and
- the initial diagnosis occurs at least {one} year{(s)} after the Contract Date; and
- the payment request is accompanied by Proof of Terminal Illness.

Any payment made under this provision of Your Contract will not be subject to Withdrawal Charges, Premium Bonus Vesting Adjustments or Market Value Adjustments.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

Physician for purposes of this provision and the Confinement Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments provision means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State in which he/she performs such function. The Physician cannot be You, an Annuitant, a Beneficiary or Designated Beneficiary, or a member of Your, an Annuitant's, a Beneficiary's or Designated Beneficiary's Immediate Family. Immediate Family means husband, wife, domestic partner, civil union partner, child, sibling, parent, grandparent, grandchild, cousin, aunt, uncle, niece, nephew and any of their spouses, domestic partners or civil union partners. State for purposes of this provision and the Confinement Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments provision means each state of the United States of America, as well as the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam and American Samoa.

Proof of Terminal Illness means a written certification of Terminal Illness prepared by a Physician who has examined the ill Annuitant and is qualified to provide the certification.

We reserve the right to obtain, at any time, an additional opinion or an examination of the ill Annuitant from a Physician that We designate at Our expense. Should this opinion differ from that of the ill Annuitant's Physician, the opinion of Our Physician will prevail.}

- **{Confinement Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments}**

After the {first} Contract Year and on or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under the Contract, You may request a payment equal to an amount of up to Your Contract's Accumulated Value or the Minimum Guaranteed Contract Value, whichever is greater, if, at the time of the request, all of the following requirements are met:

- the Annuitant, or in the case of Joint Annuitants at least one, is confined to a Qualified Care Facility; and
- confinement continues for at least sixty (60) consecutive days; and
- confinement begins at least {one} year{(s)} after the Contract Date; and
- confinement is recommended in writing by a Physician; and
- We receive the payment request and the Physician's written recommendation no later than ninety (90) days following the date the confinement has ceased.

Any payment made under this provision of Your Contract will not be subject to Withdrawal Charges, Premium Bonus Vesting Adjustments or Market Value Adjustments.

A Qualified Care Facility means a Convalescent Care Facility, Hospice Facility or Hospital as described below:

- Convalescent Care Facility means an institution which: (i) is licensed by the State as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; and (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); and (iii) maintains a daily record of each patient which is available for Our review; and (iv) administers a planned program of observation and treatment by a Physician (which for purposes of this provision also cannot be the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

- Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with State law.

- Hospital means an institution which: (i) is licensed as a hospital and operated pursuant to law; and (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

We reserve the right to obtain, at any time, an additional opinion or an examination of the ill Annuitant from a Physician that we designate at Our expense. Should this opinion differ from that of the ill Annuitant's Physician, the opinion of Our Physician will prevail.}

## VI. DEATH PROVISIONS

- **Distributions on Death of an Owner who is not an Annuitant prior to the Annuity Date**

If any Owner who is not an Annuitant dies prior to the Annuity Date and a Death Benefit is not payable, We will pay the Death Proceeds to the Designated Beneficiary.

We will pay the Death Proceeds within five (5) years of the death of the Owner. If the Designated Beneficiary is an individual, such Designated Beneficiary may elect for the Death Proceeds to be distributed over the life of the Designated Beneficiary, or over a period not extending beyond the life expectancy of the Designated Beneficiary, provided that such distributions begin no later than one year after the Owner's death.

If the Designated Beneficiary is the deceased Owner's surviving spouse, the surviving spouse can elect to continue the Contract as the sole Owner in lieu of receiving the Death Proceeds. This provision relating to the surviving spouse can only apply once, and cannot apply a second time if the surviving spouse elects to continue the Contract, remarries and then dies.

All elections must be made by submitting the appropriate paperwork to Us.

Designated Beneficiary means: (i) the surviving Owner(s); or (ii) if there is no surviving Owner(s), the contingent owner named in the application, or as later changed, if any; or (iii) if no contingent owner is named, and there is no surviving Owner(s), the estate of the last surviving Owner.

The Death Proceeds will be equal to the greater of the: (i) Accumulated Value, or (ii) the Minimum Guaranteed Contract Value.

- **Death Benefit**

The Death Benefit will be equal to the greater(est) of the: (i) Accumulated Value, or (ii) the Minimum Guaranteed Contract Value{, or (iii) the Death Benefit Floor}.

{On the Contract Date, the Death Benefit Floor is the Premium plus the Premium Bonus. After the Contract Date, the Death Benefit Floor is equal to  $A + B - C$  where:

- A is the Death Benefit Floor as of the previous day after all transactions have been recorded;
- B is the Death Benefit Floor Interest Credits credited to the Death Benefit Floor on that day; and
- C is the sum of any Withdrawals.

Withdrawals will reduce the Death Benefit Floor by the same proportion that the Accumulated Value is reduced.

Death Benefit Floor Interest Credits are calculated as  $D \times (E - F)$  where:

- D is the Death Benefit Floor Interest Rate shown on the Contract Data Page divided by 365;

- E is the Premium and any Premium Bonus initially credited to Your Contract; and  
F is the sum of all Withdrawals that have been taken from the Premium and Premium Bonus.

The Death Benefit Floor Interest Credits will never be less than zero.

For this Death Benefit Floor purpose, whenever a Withdrawal is made from the Contract, the Withdrawal amount will be deducted first from Premium paid into the Contract, then from any Premium Bonus credited to the Contract and then from Death Benefit Floor Interest Credits.}

As applicable, the Death Benefit will be calculated as of the date We receive proof of death at Our Administrative Office in a form and manner satisfactory to Us, which includes:

- proof of death while the Contract was in effect;
- Our claim form properly completed from each Beneficiary, as applicable; and
- any other documents required by law.

As applicable, the Death Benefit will earn interest at a rate of interest no less than is required by law. Such amount will earn interest from the date We receive proof of death to the date of payment to the Beneficiary, as applicable.

## • **Beneficiary**

The following rules apply unless otherwise permitted by Us in accordance with applicable law:

- No Beneficiary has any rights in Your Contract until the Beneficiary is entitled to the Death Benefit. If the Beneficiary, including an irrevocable Beneficiary, dies before that time, all rights of that Beneficiary will end at their death.
- If no Beneficiary has been named or if no Beneficiary is alive when the Annuitant dies, then the Beneficiary is the estate of the first Annuitant to die, or in the case where all Owners are natural persons and such Owners are not Annuitants, the estate of the last Annuitant to die will be the Beneficiary. If the death of both Joint Annuitants occurs simultaneously, the estates of both will be the Beneficiary. This provision does not apply if there is a named Beneficiary and such Beneficiary is an entity.
- If You have not designated how the Death Benefit is to be distributed and two or more Beneficiaries are entitled to the Death Benefit, the surviving Beneficiaries and any Beneficiaries that are entities will share the Death Benefit equally.
- If You have designated how the Death Benefit is to be distributed and a Beneficiary dies prior to the time such Beneficiary is entitled to the Death Benefit, the portion of the Death Benefit designated to the deceased Beneficiary will be divided among the surviving Beneficiaries and Beneficiaries that are entities on a pro rata basis. In other words, each surviving Beneficiary's or each entity Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all such Beneficiaries to determine the percentage each Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

- **Distributions on Death of an Annuitant prior to the Annuity Date**

If the Death Proceeds are not payable, We will pay the Death Benefit to the Beneficiary if:

- any Owner who is an Annuitant dies prior to the Annuity Date;
- all Owners are natural persons, no Owner is an Annuitant, and the last surviving Annuitant dies prior to the death of any Owner and prior to the Annuity Date; or
- any Owner is a non-natural person and any Annuitant dies prior to the Annuity Date.

If the deceased Annuitant is an Owner, or any Owner is a non-natural person, We will pay the Death Benefit within five (5) years of the Annuitant's death. If the Beneficiary is a natural person, such Beneficiary may elect for the Death Benefit to be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, provided that such distributions begin no later than one year after the Annuitant's death. In the case of a deceased Annuitant who is also an Owner, or in the case of an Owner who is a non-natural person, if the Beneficiary is the deceased Annuitant's surviving spouse, such surviving spouse can elect to continue the Contract as the sole Owner in lieu of receiving the Death Benefit. This provision relating to the surviving spouse can only apply once and cannot apply a second time if the surviving spouse elects to continue the Contract, remarries and then dies.

If all Owners are natural persons, no Owner is an Annuitant, and the last surviving Annuitant dies prior to the death of any Owner and prior to the Annuity Date, We will pay the Death Benefit immediately, and in all events within five (5) years of the last Annuitant's death.

All elections must be made by submitting the appropriate paperwork to Us.

- **Distributions on Death of an Owner or Annuitant on or after the Annuity Date**

On or after the Annuity Date and before the entire interest in the Contract has been distributed:

- If the first to die is an Owner who is not an Annuitant, any remaining interest in the Contract will be distributed under the method of distribution being used on the date of such death.
- If the first to die is an Owner who is an Annuitant, or no Owner is an Annuitant and the last surviving Annuitant dies before the death of any Owner, any remaining interest in the Contract will be distributed to the Beneficiary under the method of distribution being used on the date of such death.
- If the Owner is a non-natural person and any Annuitant dies, any remaining interest in the Contract will be distributed under the method of distribution being used on the date of such death.

## VII. SETTLEMENT OPTIONS

- **Election of Option**

On the Annuity Date, the Cash Surrender Value will be applied to provide annuity payments to an Annuitant in accordance with the applicable Settlement Option elected by the Owner or if no Settlement Option was elected, in accordance with the Annuity Payments provision. As stated in the Annuity Payments provision of Your Contract, an election of a Settlement Option must be made in writing by the Owner prior to the Annuity Date and is irrevocable on or after the Annuity Date.

Additionally, the Designated Beneficiary or Beneficiary, as applicable, may elect to receive the Death Proceeds or Death Benefit, as applicable, under one of the Settlement Options described below. The Settlement Option elected must satisfy section 72(s) of the Internal Revenue Code, as amended. Any election of a Settlement Option by a Designated Beneficiary or Beneficiary, as applicable, must be made in writing and is irrevocable on or after the Annuity Date. For purposes of the Settlement Options below, the Designated Beneficiary or Beneficiary, as applicable, will be the "Annuitant."

A lump sum along with a Settlement Option may be elected. The amount applied under the Settlement Option must be at least \$5,000.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. Payments less than \$100 will only be made annually.

- **Settlement Options**

No future payments under any option except as provided in the Settlement Option or by law may be assigned or transferred.

In addition to the Settlement Options below, We may provide other options at our discretion:

**Option 1: Life Annuity**

Monthly payments will be made during the lifetime of the Annuitant. The monthly payments will cease on the death of the Annuitant. No payments will be due after the death of the Annuitant.

**Option 2: Life Annuity with Guaranteed Period**

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Annuitant. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by Us. After the guaranteed period, monthly payments will cease on the death of the Annuitant, and no payments will be due after the death of the Annuitant. If the Annuitant dies during the guaranteed period, no payments will be due after the guaranteed period.



**Option 3: Installment Refund Life Annuity**

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Annuitant. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Annuitant, and no payments will be due after the death of the Annuitant. If the Annuitant dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

**Option 4: Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two Annuitants and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to  $\frac{2}{3}$  or  $\frac{1}{2}$  of the payment made during the joint lifetime of the two persons.

Annuity Settlement Option factors for Option 4 will be furnished upon request.

**Option 5: Fixed Period Annuity**

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The guaranteed monthly income rates in Your Contract are based on an interest rate of {1.50}% and where mortality is involved, the {Annuity 2000 Table} developed by the Society of Actuaries projected for 20 years using 100% of Projection Scale G, with gender specific rates. If the same income rates are required for males and females, the guaranteed monthly income rates for Annuity Settlement Options that involve mortality assume that Annuitants are 60% female and 40% male. We may offer guaranteed monthly income rates that are more favorable than those contained in Your Contract.

### **Males - Option One, Two and Three**

#### **Monthly Income Rates per \$1,000**

##### **Period Certain & Life**

<b>Age</b>	<b>Life</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>Install Refund</b>
<b>60</b>	{3.85}	{3.84}	{3.81}	{3.73}	{3.61}	{3.48}
<b>65</b>	{4.46}	{4.44}	{4.35}	{4.20}	{3.96}	{3.88}
<b>70</b>	{5.29}	{5.23}	{5.04}	{4.72}	{4.30}	{4.39}
<b>75</b>	{6.41}	{6.28}	{5.86}	{5.25}	{4.56}	{5.03}
<b>80</b>	{7.98}	{7.65}	{6.78}	{5.70}	{4.73}	{5.86}
<b>85+</b>	{N/A}	{9.40}	{7.66}	{6.01}	{4.80}	{N/A}

### **Females - Option One, Two and Three**

#### **Monthly Income Rates per \$1,000**

##### **Period Certain & Life**

<b>Age</b>	<b>Life</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>Install Refund</b>
<b>60</b>	{3.52}	{3.51}	{3.49}	{3.46}	{3.39}	{3.28}
<b>65</b>	{4.02}	{4.01}	{3.97}	{3.90}	{3.76}	{3.65}
<b>70</b>	{4.72}	{4.70}	{4.61}	{4.43}	{4.15}	{4.13}
<b>75</b>	{5.73}	{5.66}	{5.43}	{5.02}	{4.48}	{4.75}
<b>80</b>	{7.18}	{7.00}	{6.42}	{5.56}	{4.70}	{5.56}
<b>85+</b>	{N/A}	{8.81}	{7.43}	{5.95}	{4.79}	{N/A}

Non gender-specific - Option One, Two and Three Monthly Income Rates per \$1,000						
Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	{3.65}	{3.65}	{3.62}	{3.57}	{3.48}	{3.36}
65	{4.20}	{4.18}	{4.13}	{4.02}	{3.85}	{3.74}
70	{4.95}	{4.91}	{4.78}	{4.55}	{4.21}	{4.23}
75	{6.00}	{5.91}	{5.61}	{5.12}	{4.52}	{4.86}
80	{7.50}	{7.26}	{6.56}	{5.62}	{4.71}	{5.69}
85+	{N/A}	{9.05}	{7.53}	{5.98}	{4.80}	{N/A}

Option Five	
Number	Monthly
5	{17.28}
10	{8.96}
15	{6.20}
20	{4.81}
25	{3.99}
30	{3.44}

## **VIII. TERMINATION**

- **Termination**

Your Contract will terminate on the earlier of the following dates:

- the date on which all benefits are paid as required by Your Contract; or
- the date there is a change in any Owner or assignment of any benefits under the Contract in exchange for anything of value.

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- **Single Premium Indexed Deferred Annuity Contract**

Subject to the terms and conditions of Your Contract, periodic income commencing on the Annuity Date with the option to change the type of Settlement Option payable prior to the Annuity Date. Non-Participating. Aviva Life and Annuity Company is a stock company.

"Standard & Poor's®", "S&P®", "S&P 500®", "Standard & Poor's 500", and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Aviva Life and Annuity Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product.



**Administrative Office:**

**Home Office:**

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Des Moines, IA 50306-1555  
(888) 266-8489

7700 Mills Civic Pkwy  
West Des Moines, IA 50266-3862  
(888) 266-8489

# Single Premium Indexed Deferred Annuity Contract

- Periodic income commencing on Annuity Date.
- Option to change type of Settlement Option payable prior to the Annuity Date.
- Non-Participating.
- Aviva Life and Annuity Company is a stock company.


**Aviva Life and Annuity Company** will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner(s) of the Premium when due.

The Company will pay the Death Proceeds to the Designated Beneficiary as provided in this Contract if any Owner who is not an Annuitant dies prior to the Annuity Date. The Company will pay the Death Benefit to the Beneficiary as provided in this Contract if: (1) any Owner who is an Annuitant dies prior to the Annuity Date, (2) all Owners are natural persons, no Owner is an Annuitant, and the last surviving Annuitant dies prior to the death of any Owner and prior to the Annuity Date, or (3) any Owner is a non-natural person and any Annuitant dies prior to the Annuity Date.

This is a legal contract between the Owner(s) and **Aviva Life and Annuity Company**.

**Please read Your Contract carefully. It includes the provisions both on the pages within and on any Riders or Endorsements which are attached. If You, as the Owner(s), are not satisfied with Your Contract, You may return it to the Company or to the insurance producer from whom Your Contract was purchased within {20} days following its receipt, and the Premium paid, less any Withdrawals, will be refunded, and Your Contract will be cancelled.**

  
Christopher J. Littlefield  
President and CEO

  
Richard C. Cohan  
Secretary



**Administrative Office:**  
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**I. CONTRACT DATA PAGE**

<b>Contract Data</b>	
Contract Number	{Specimen}
Annuitant	{John Doe}
Annuitant's Age	{35}
Annuitant's Gender	{Male}
Contract Date	{01/10/2012}
Annuity Date	{01/10/2072}
Premium	{\$5,000.00}
Premium Bonus Percentage	{1.00%}
{Death Benefit Floor Interest Rate	{0.25%}}

<b>Withdrawal Charge Rate Schedule</b>	
Contract Year	Rate
1	{15.00}%
2	{15.00}%
3	{14.00}%
4	{14.00}%
5	{13.00}%
6	{13.00}%
7	{12.00}%
8	{11.00}%
9	{10.00}%
10	{9.00}%
11	{8.00}%
12	{7.00}%
13	{6.00}%
14	{5.00}%
15	{4.00}%
<b>There are no Withdrawal Charges applicable after the {fifteenth} Contract Year or to amounts withdrawn that are less than or equal to Your Contract's Free Withdrawal amount.</b>	

**CONTRACT DATA PAGE • Continued**

<b>Premium Bonus Vesting Percentage Schedule</b>	
<b>Contract Year</b>	<b>Percentage</b>
1	{0.00}%
2	{0.00}%
3	{0.00}%
4	{0.00}%
5	{0.00}%
6	{0.00}%
7	{0.00}%
8	{0.00}%
9	{0.00}%
10	{0.00}%
11	{0.00}%
12	{0.00}%
13	{0.00}%
14	{0.00}%
15	{0.00}%
16+	100.00%

**CONTRACT DATA PAGE • Continued**

<b>Free Withdrawal Percentage Schedule</b>	
<b>Contract Year</b>	<b>Percentage</b>
1	{0.00}%
2	{0.00}%
3	{0.00}%
4	{0.00}%
5	{0.00}%
6	{0.00}%
7	{0.00}%
8	{0.00}%
9	{0.00}%
10	{0.00}%
11	{0.00}%
12	{0.00}%
13	{0.00}%
14	{0.00}%
15	{0.00}%
16+	100.00%

**Strategy Allocation Percentages  
on the Contract Date**

Fixed Strategy	{100.00}%
{1 -Year} Point-to-Point Index Strategy {x Index}	{0.00}%
{2 -Year} Monthly Cap Index Strategy {x Index}	{0.00}%
{3 -Year} Point-to-Point Multiple Index Strategy {x Indices}	{0.00}%
{4 -Year} Monthly Average Index Strategy {x Index}	{0.00}%
{5 -Year} No Cap Point-to-Point Index Strategy {x Index}	{0.00}%

DATA ELEMENTS FOR EACH STRATEGY CAN BE FOUND IN THE ENDORSEMENTS ATTACHED TO YOUR CONTRACT. DATA ELEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, INITIAL AND MINIMUM INTEREST RATES, INITIAL INDEX PRICES, INITIAL AND MINIMUM PARTICIPATION RATES, INITIAL AND MAXIMUM ANNUAL SPREADS, AND INITIAL AND MINIMUM CAP RATES.

**For information, or to make a complaint regarding Your Contract, call: {1-888-266-8489}**

## II. DEFINITIONS

- **Annuitant, Joint Annuitants**

The Annuitant is the natural person named on the Contract Data Page. The Annuitant is the person whose life determines the annuity payments made under Your Contract. We will allow You to name two natural persons on the application to serve as Joint Annuitants.

No Annuitant may be changed except where: (1) a surviving spouse Designated Beneficiary or Beneficiary, as applicable, continues the Contract as his or her own as provided under the Death Provisions section of this Contract, or (2) the Designated Beneficiary or Beneficiary, as applicable, applies the Death Proceeds or Death Benefit, as applicable, to a Settlement Option.

- **Annuity Date**

The Annuity Date is the date on which annuity payments will begin. The Annuity Date is the date shown on the Contract Data Page and is the Contract Anniversary on or first following the later of the Annuitant's age 95, or the 30th Contract Anniversary, unless modified by any Rider or Endorsement. In the case of Joint Annuitants, the Annuity Date will be set based on the age of the older.

- **Beneficiary**

The Beneficiary is the person(s) or entity(ies) named to receive the Death Benefit.

- **Business Day**

Business Day means any day of the week except for Saturday, Sunday and U.S. Federal holidays.

- **Company, We, Us, Our**

Company, We, Us and Our refers to Aviva Life and Annuity Company.

- **Contract Date**

The Contract Date is the date Your Contract is issued and is shown on the Contract Data Page.

- **Contract Year, Contract Anniversary**

Contract Years and Contract Anniversaries are determined from the Contract Date. Here is a hypothetical example: if the Contract Date is January 10, 2012, the first Contract Year ends on January 9, 2013, and the first Contract Anniversary is January 10, 2013.

- **Notice, Notify, Notifying**

Notice, Notify and Notifying means written requests and information that You sign and We receive and accept at Our Administrative Office address of {P.O. Box 1555, Des Moines, IA 50306-1555}.

- **Notification Date**

For each Contract Anniversary there is a Notification Date. The Notification Date is four (4) Business Days before each Contract Anniversary.

- **Owner(s)**

Owner(s) means the Contract owner(s) named in the application or their successor(s) or assignee(s) if You provide Notice that ownership has been assigned. If no owner(s) is named on the application, the Annuitant(s) will be the Owner(s).

- **You, Your**

You and Your refers to the Owner(s).

- **Withdrawal**

Unless otherwise specified, Withdrawal means a withdrawal of any type taken under Your Contract, including a surrender of Your Contract.

### III. GENERAL PROVISIONS

- **Annuity Payments**

Annuity payments will commence on the Annuity Date if:

- all Owners are natural persons and all the Owners and at least one Annuitant are alive on the Annuity Date; or
- if any Owner is a non-natural person and all Annuitants are alive on the Annuity Date.

Annuity payments will be paid to an Annuitant in accordance with the terms and conditions of the Settlement Option elected by the Owner(s), or if no Settlement Option is elected, in accordance with the terms and conditions of this Annuity Payments provision. In order to receive payments, an Annuitant must be living on the Annuity Date and on the date that each following payment is due, if applicable, under the terms of the elected annuity Settlement Option or the payment provisions below, if applicable. The Settlement Options are described in the Settlement Options section of Your Contract. We may require proof of the correct age and gender of an Annuitant before making annuity payments.

An election of a Settlement Option must be made in writing by the Owner(s) and is irrevocable on or after the Annuity Date. If a Settlement Option has not been elected prior to the Annuity Date, one of the following two payment provisions will apply:

- **if there is one living Annuitant on the Annuity Date**, the Cash Surrender Value of Your Contract will be applied to provide annuity payments for the guaranteed period of 10 years and thereafter for the lifetime of that Annuitant; or
- **if there are two living Joint Annuitants on the Annuity Date**, the Cash Surrender Value of Your Contract will be applied to provide annuity payments for the joint lifetime of the Joint Annuitants and in an equal amount during the lifetime of the surviving Annuitant.

- **Assignment**

Your Contract may be assigned by Notifying Us unless otherwise restricted by Endorsement or the Termination provision. The assignment will take effect on the date the Notice was signed; however, the assignment is subject to any action taken by Us before receipt of the Notice. We have no liability under any assignment for Our actions or omissions done in good faith.

- **Beneficiary Change**

Prior to the date the Death Benefit becomes payable, You may change a Beneficiary by Notifying Us. You may name one or more contingent Beneficiaries. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. A change will take effect as of the date You signed the Notice. Any change is subject to payment or other action taken by Us before the Notice was received by Us.



- **Contract**

This Contract, including the Contract Data Page, the attached application, and any attached Endorsements, Riders or signed amendments constitute the entire Contract. No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Conformity with Applicable Laws**

The paid-up annuity or Cash Surrender Value available under Your Contract are not less than the minimum benefits required by statute or regulation in the state in which Your Contract is issued. If any provision of Your Contract is determined not to provide the minimum benefits, such provision will be deemed to be amended to conform or comply with such laws or regulations. Notwithstanding any provision in Your Contract to the contrary, all distributions under Your Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, as amended, or Section 401(a)(9), as amended, as applicable, and all terms of Your Contract will be interpreted consistently with the requirements of Section 72(s) or Section 401(a)(9), as applicable.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of Your Contract will not be contestable.

- **Misstatement of Age or Gender**

If the age or gender of an Annuitant has been misstated, the amount We will pay will be that which the Premium paid would have purchased if the correct age and gender had been stated. Age will be calculated as the age at the last birthday of that Annuitant. Any underpayments made by Us will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by Us will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Ownership**

All rights described in Your Contract may be exercised by You subject to the rights of:

- any assignee of record with Us; and
- any irrevocably named Beneficiary.

Subject to the Death Provisions section, during the time when at least one Annuitant is alive, in the case of single ownership, if the Owner who is a natural person dies, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner.

Subject to the Death Provisions section, during the time when at least one Annuitant is alive, in the case of multiple Owners, on the death of any Owner(s), ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner; but if a contingent owner is named, ownership will pass to the contingent owner.

All of Your rights under this Contract terminate on the death of the Annuitant, or in the case of Joint Annuitants, on the death of the last survivor.

- **Premium Taxes**

Your state may charge Us a Premium Tax for Your Contract. We may deduct the amount of such tax from Your Premium when Your Premium is received, or from the Accumulated Value of Your Contract upon:

- any Withdrawal from Your Contract; or
- the surrender of Your Contract; or
- the election of a Settlement Option; or
- the payment of a Death Benefit or Death Proceeds.

- **Statements**

We will furnish annually, and at any time upon Your request, a statement reflecting Contract activity and values.

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**IV. PREMIUM AND ACCUMULATED VALUE**

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- **Payment of Premium**

The Premium is the amount We receive for Your Contract, as shown on the Contract Data Page, and is due on the Contract Date. Premium must be delivered to Our Administrative Office by You or through Your insurance producer. We may limit the amount of Premium that We will accept for Your Contract, and no Premium will be accepted after the Contract Date.

- **Premium Bonus**

We will calculate a Premium Bonus on the Contract Date.

The Premium Bonus calculated on the Contract Date will be equal to the Premium multiplied by the Premium Bonus Percentage. The Premium Bonus Percentage is shown on the Contract Data Page. The Premium Bonus attributable to the Premium will be credited to the Strategies on the Contract Date based on the Strategy Allocation Percentages selected by You. The Premium Bonus is only calculated and credited this one time.

- **Accumulated Value**

The Accumulated Value of Your Contract at any time is equal to the sum of the Premium Accumulated Value and the Premium Bonus Accumulated Value. The Accumulated Value is also equal to the sum of the Strategy Values.

- **Premium Accumulated Value**

The Premium Accumulated Value of Your Contract at any time is equal to  $A \times [1 / (1+B)]$  where:

A is the Accumulated Value; and  
B is the Premium Bonus Percentage.

The Premium Accumulated Value is separate from and does not include the Premium Bonus Accumulated Value.

- **Premium Bonus Accumulated Value**

The Premium Bonus Accumulated Value of Your Contract at any time is equal to the Accumulated Value minus the Premium Accumulated Value. The Premium Bonus Accumulated Value is separate from and does not include the Premium Accumulated Value.

- **Strategy Value**

The Strategy Value of a Strategy at any time is determined based on the provisions of the Endorsement for that Strategy.

- **Interest Credits**

Interest Credits will be calculated for a Strategy based on the provisions of the Endorsement for that Strategy.

- **Strategies**

The Strategies for Your Contract are the Strategies that are added to and made part of Your Contract by separate Endorsement. The Strategies on the Contract Date are shown on the Contract Data Page. After a Strategy has been added to and made part of Your Contract, Premium may be allocated and funds transferred to the Strategy in accordance with the provisions of the Endorsement for that Strategy.

- **Strategy Allocation Percentages**

On the Contract Date, the Premium and the Premium Bonus will be credited to the Strategies based on the Strategy Allocation Percentages selected by the Owner(s). The Strategy Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100% and must not exceed the Maximum Allocation Percentage Limit for a particular Strategy. The Maximum Allocation Percentage Limit is shown on the Strategy Endorsement Data Page. The sum of the Strategy Allocation Percentages must at all times equal 100%. The Strategy Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

- **Transferred Premium**

To the extent a Strategy allows for transfers to be made from that Strategy to one or more of Your Contract's other Strategies, the Transferred Premium section of the Endorsement for that Strategy contains the provisions for making such transfers. For any transfer request We receive where the amount to be transferred represents a percentage of a known or unknown value, We will use Our best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of Your original request.

## V. CASH SURRENDER VALUE AND WITHDRAWALS

- **Cash Surrender Value**

On or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under this Contract, You may surrender Your Contract for the Cash Surrender Value.

The Cash Surrender Value is the greater of A or B where:

- A is the Accumulated Value, adjusted for any applicable Withdrawal Charge, any applicable Premium Bonus Vesting Adjustment and any applicable Market Value Adjustment; and
- B is the Minimum Guaranteed Contract Value.

Market Value Adjustments will be calculated in accordance with the provisions of the Market Value Adjustment Endorsement, if attached to Your Contract.

- **Withdrawal Charge**

A Withdrawal Charge will only apply to amounts withdrawn in excess of Your Contract's Free Withdrawal amount. The Withdrawal Charge applied in any Contract Year to a Withdrawal that is greater than the Free Withdrawal amount will be equal to  $[(A - B) \times C]$  where:

- A is the Premium Accumulated Value associated with the amount of the Withdrawal;
- B is the Free Withdrawal amount associated with A immediately above that is available and remaining in the Contract Year; and
- C is the applicable Withdrawal Charge Rate shown on the Contract Data Page.

- **Premium Bonus Vesting Adjustment**

A Premium Bonus Vesting Adjustment will only apply to amounts withdrawn in excess of Your Contract's Free Withdrawal amount. The Premium Bonus Vesting Adjustment applied in any Contract Year to a Withdrawal that is greater than the Free Withdrawal amount will be equal to  $[(D - E) \times (100\% - F)]$  where:

- D is the Premium Bonus Accumulated Value associated with the amount of the Withdrawal;
- E is the Free Withdrawal amount associated with D immediately above that is available and remaining in the Contract Year; and
- F is the applicable Premium Bonus Vesting Percentage shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of Your Contract at any time is equal to the sum of each Strategy's Minimum Guaranteed Strategy Value.

- **Withdrawals, Free Withdrawals**

On or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under this Contract, You may request a Withdrawal from Your Contract. The Withdrawal amount cannot be greater than the Cash Surrender Value. All Withdrawals from Your Contract will be taken pro rata from the Premium Accumulated Value and the Premium Bonus Accumulated Value. Unless You direct otherwise, all Withdrawals will be taken first from the Fixed Strategy. To the extent there are not enough funds in the Fixed Strategy to cover the entire Withdrawal, We will deduct the balance pro rata from the other Strategies in which You have funds.

A Free Withdrawal amount is provided by Your Contract. This means there will be no Withdrawal Charges, Premium Bonus Vesting Adjustments or Market Value Adjustments applied to the Free Withdrawal amount. The Free Withdrawal amount available to You each Contract Year will be equal to the Free Withdrawal Percentage multiplied by the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year. The Free Withdrawal Percentages are shown on the Contract Data Page. Any unused portion of the Free Withdrawal amount for a Contract Year cannot be carried over to the following Contract Year.

If the amount of a Withdrawal in any Contract Year exceeds the Free Withdrawal amount for that Contract Year, such excess Withdrawal will be subject to any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of Your Contract. Premium Bonus Vesting Adjustments will be calculated as defined in the Premium Bonus Vesting Adjustment section of Your Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to Your Contract.

To take a Withdrawal from Your Contract, You must Notify Us. The minimum amount that You may request to be withdrawn from Your Contract at any time is \$500.

We reserve the right to pay Withdrawal amounts directly to You.

We may defer payment of any Withdrawals of any type from Your Contract for up to six months if the insurance regulatory authority of the state in which Your Contract was issued approves such deferral.

- **Required Minimum Distribution Withdrawals**

This provision applies only if Your Contract is subject to the minimum distribution requirements under Internal Revenue Code Section 401(a)(9), such as if this Contract is issued in connection with a qualified plan under Section 401(a), a Section 403(b) contract, an individual retirement annuity contract under Section 408, or a Roth IRA under Section 408A.

Any withdrawal of a required minimum distribution under Section 401(a)(9) with respect to this Contract, as calculated by Us, will not be subject to Withdrawal Charges, Premium Bonus Vesting Adjustments or Market Value Adjustments. Any required minimum distribution withdrawal amount does include and is not in addition to the Contract's Free Withdrawal amount.

- **{Terminal Illness Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments}**

After the {first} Contract Year and on or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under the Contract, You may request a payment equal to an amount of up to Your Contract's Accumulated Value or the Minimum Guaranteed Contract Value, whichever is greater, if, at the time of the request, all of the following requirements are met:

- the Annuitant or in the case of Joint Annuitants at least one is diagnosed with a Terminal Illness; and
- the initial diagnosis occurs at least {one} year{s} after the Contract Date; and
- the payment request is accompanied by Proof of Terminal Illness.

Any payment made under this provision of Your Contract will not be subject to Withdrawal Charges, Premium Bonus Vesting Adjustments or Market Value Adjustments.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

Physician for purposes of this provision and the Confinement Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments provision means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State in which he/she performs such function. The Physician cannot be You, an Annuitant, a Beneficiary, a Designated Beneficiary, or a member of Your, an Annuitant's, a Beneficiary's or Designated Beneficiary's Immediate Family. Immediate Family means husband, wife, domestic partner, civil union partner, child, sibling, parent, grandparent, grandchild, cousin, aunt, uncle, niece, nephew and any of their spouses, domestic partners or civil union partners. State for purposes of this provision and the Confinement Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments provision means each state of the United States of America, as well as the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam and American Samoa.

Proof of Terminal Illness means a written certification of Terminal Illness prepared by a Physician who has examined the ill Annuitant and is qualified to provide the certification.

We reserve the right to obtain, at any time, an additional opinion or an examination of the ill Annuitant from a Physician that We designate at Our expense. Should this opinion differ from that of the ill Annuitant's Physician, the opinion of Our Physician will prevail.}

- **{Confinement Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments}**

After the {first} Contract Year and on or before the Annuity Date and before the date the Death Proceeds or Death Benefit becomes payable under the Contract, You may request a payment equal to an amount of up to Your Contract's Accumulated Value or the Minimum Guaranteed Contract Value, whichever is greater, if, at the time of the request, all of the following requirements are met:

- the Annuitant, or in the case of Joint Annuitants at least one, is confined to a Qualified Care Facility; and
- confinement continues for at least sixty (60) consecutive days; and
- confinement begins at least {one} year{(s)} after the Contract Date; and
- confinement is recommended in writing by a Physician; and
- We receive the payment request and the Physician's written recommendation no later than ninety (90) days following the date the confinement has ceased.

Any payment made under this provision of Your Contract will not be subject to Withdrawal Charges, Premium Bonus Vesting Adjustments or Market Value Adjustments.

A Qualified Care Facility means a Convalescent Care Facility, Hospice Facility or Hospital as described below:

- Convalescent Care Facility means an institution which: (i) is licensed by the State as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; and (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); and (iii) maintains a daily record of each patient which is available for Our review; and (iv) administers a planned program of observation and treatment by a Physician (which for purposes of this provision also cannot be the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

- Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with State law.



- Hospital means an institution which: (i) is licensed as a hospital and operated pursuant to law; and (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

We reserve the right to obtain, at any time, an additional opinion or an examination of the ill Annuitant from a Physician that we designate at Our expense. Should this opinion differ from that of the ill Annuitant's Physician, the opinion of Our Physician will prevail.}

## VI. DEATH PROVISIONS

### • Distributions on Death of an Owner who is not an Annuitant prior to the Annuity Date

If any Owner who is not an Annuitant dies prior to the Annuity Date and a Death Benefit is not payable, We will pay the Death Proceeds to the Designated Beneficiary.

We will pay the Death Proceeds within five (5) years of the death of the Owner. If the Designated Beneficiary is an individual, such Designated Beneficiary may elect for the Death Proceeds to be distributed over the life of the Designated Beneficiary, or over a period not extending beyond the life expectancy of the Designated Beneficiary, provided that such distributions begin no later than one year after the Owner's death.

If the Designated Beneficiary is the deceased Owner's surviving spouse, the surviving spouse can elect to continue the Contract as the sole Owner in lieu of receiving the Death Proceeds. This provision relating to the surviving spouse can only apply once, and cannot apply a second time if the surviving spouse elects to continue the Contract, remarries and then dies.

All elections must be made by submitting the appropriate paperwork to Us.

Designated Beneficiary means: (i) the surviving Owner(s); or (ii) if there is no surviving Owner(s), the contingent owner named in the application, or as later changed, if any; or (iii) if no contingent owner is named, and there is no surviving Owner(s), the estate of the last surviving Owner.

The Death Proceeds will be equal to the greater of the: (i) Accumulated Value, or (ii) the Minimum Guaranteed Contract Value.

### • Death Benefit

The Death Benefit will be equal to the greater(est) of the: (i) Accumulated Value, or (ii) the Minimum Guaranteed Contract Value{, or (iii) the Death Benefit Floor}.

{On the Contract Date, the Death Benefit Floor is the Premium plus the Premium Bonus. After the Contract Date, the Death Benefit Floor is equal to  $A + B - C$  where:

- A is the Death Benefit Floor as of the previous day after all transactions have been recorded;
- B is the Death Benefit Floor Interest Credits credited to the Death Benefit Floor on that day; and
- C is the sum of any Withdrawals.

Withdrawals will reduce the Death Benefit Floor by the same proportion that the Accumulated Value is reduced.

Death Benefit Floor Interest Credits are calculated as  $D \times (E - F)$  where:

- D is the Death Benefit Floor Interest Rate shown on the Contract Data Page divided by 365;

- E is the Premium and any Premium Bonus initially credited to Your Contract; and  
F is the sum of all Withdrawals that have been taken from the Premium and Premium Bonus.

The Death Benefit Floor Interest Credits will never be less than zero.

For this Death Benefit Floor purpose, whenever a Withdrawal is made from the Contract, the Withdrawal amount will be deducted first from Premium paid into the Contract, then from any Premium Bonus credited to the Contract and then from Death Benefit Floor Interest Credits.}

As applicable, the Death Benefit will be calculated as of the date We receive proof of death at Our Administrative Office in a form and manner satisfactory to Us, which includes:

- proof of death while the Contract was in effect;
- Our claim form properly completed from each Beneficiary, as applicable; and
- any other documents required by law.

As applicable, the Death Benefit will earn interest at a rate of interest no less than is required by law. Such amount will earn interest from the date We receive proof of death to the date of payment to the Beneficiary, as applicable.

## • **Beneficiary**

The following rules apply unless otherwise permitted by Us in accordance with applicable law:

- No Beneficiary has any rights in Your Contract until the Beneficiary is entitled to the Death Benefit. If the Beneficiary, including an irrevocable Beneficiary, dies before that time, all rights of that Beneficiary will end at their death.
- If no Beneficiary has been named or if no Beneficiary is alive when the Annuitant dies, then the Beneficiary is the estate of the first Annuitant to die, or in the case where all Owners are natural persons and such Owners are not Annuitants, the estate of the last Annuitant to die will be the Beneficiary. If the death of both Joint Annuitants occurs simultaneously, the estates of both will be the Beneficiary. This provision does not apply if there is a named Beneficiary and such Beneficiary is an entity.
- If You have not designated how the Death Benefit is to be distributed and two or more Beneficiaries are entitled to the Death Benefit, the surviving Beneficiaries and any Beneficiaries that are entities will share the Death Benefit equally.
- If You have designated how the Death Benefit is to be distributed and a Beneficiary dies prior to the time such Beneficiary is entitled to the Death Benefit, the portion of the Death Benefit designated to the deceased Beneficiary will be divided among the surviving Beneficiaries and Beneficiaries that are entities on a pro rata basis. In other words, each surviving Beneficiary's or each entity Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all such Beneficiaries to determine the percentage each Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

- **Distributions on Death of an Annuitant prior to the Annuity Date**

If the Death Proceeds are not payable, We will pay the Death Benefit to the Beneficiary if:

- any Owner who is an Annuitant dies prior to the Annuity Date;
- all Owners are natural persons, no Owner is an Annuitant, and the last surviving Annuitant dies prior to the death of any Owner and prior to the Annuity Date; or
- any Owner is a non-natural person and any Annuitant dies prior to the Annuity Date

If the deceased Annuitant is an Owner, or any Owner is a non-natural person, We will pay the Death Benefit within five (5) years of the Annuitant's death. If the Beneficiary is a natural person, such Beneficiary may elect for the Death Benefit to be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, provided that such distributions begin no later than one year after the Annuitant's death. In the case of a deceased Annuitant who is also an Owner, or in the case of an Owner who is a non-natural person, if the Beneficiary is the deceased Annuitant's surviving spouse, such surviving spouse can elect to continue the Contract as the sole Owner in lieu of receiving the Death Benefit. This provision relating to the surviving spouse can only apply once and cannot apply a second time if the surviving spouse elects to continue the Contract, remarries and then dies.

If all Owners are natural persons, no Owner is an Annuitant, and the last surviving Annuitant dies prior to the death of any Owner and prior to the Annuity Date, We will pay the Death Benefit immediately, and in all events within five (5) years of the last Annuitant's death.

All elections must be made by submitting the appropriate paperwork to Us.

- **Distributions on Death of an Owner or Annuitant on or after the Annuity Date**

On or after the Annuity Date and before the entire interest in the Contract has been distributed:

- If the first to die is an Owner who is not an Annuitant, any remaining interest in the Contract will be distributed under the method of distribution being used on the date of such death.
- If the first to die is an Owner who is an Annuitant, or no Owner is an Annuitant and the last surviving Annuitant dies before the death of any Owner, any remaining interest in the Contract will be distributed to the Beneficiary under the method of distribution being used on the date of such death.
- If the Owner is a non-natural person and any Annuitant dies, any remaining interest in the Contract will be distributed under the method of distribution being used on the date of such death.

## VII. SETTLEMENT OPTIONS

- **Election of Option**

On the Annuity Date, the Cash Surrender Value will be applied to provide annuity payments to an Annuitant in accordance with the applicable Settlement Option elected by the Owner or if no Settlement Option was elected, in accordance with the Annuity Payments provision. As stated in the Annuity Payments provision of Your Contract, an election of a Settlement Option must be made in writing by the Owner prior to the Annuity Date and is irrevocable on or after the Annuity Date.

Additionally, the Designated Beneficiary or Beneficiary, as applicable, may elect to receive the Death Proceeds or Death Benefit, as applicable, under one of the Settlement Options described below. The Settlement Option elected must satisfy section 72(s) of the Internal Revenue Code, as amended. Any election of a Settlement Option by a Designated Beneficiary or Beneficiary, as applicable, must be made in writing and is irrevocable on or after the Annuity Date. For purposes of the Settlement Options below, the Designated Beneficiary or Beneficiary, as applicable, will be the "Annuitant."

A lump sum along with a Settlement Option may be elected. The amount applied under the Settlement Option must be at least \$5,000.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. Payments less than \$100 will only be made annually.

- **Settlement Options**

No future payments under any option except as provided in the Settlement Option or by law may be assigned or transferred.

In addition to the Settlement Options below, We may provide other options at our discretion:

**Option 1: Life Annuity**

Monthly payments will be made during the lifetime of the Annuitant. The monthly payments will cease on the death of the Annuitant. No payments will be due after the death of the Annuitant.

**Option 2: Life Annuity with Guaranteed Period**

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Annuitant. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by Us. After the guaranteed period, monthly payments will cease on the death of the Annuitant, and no payments will be due after the death of the Annuitant. If the Annuitant dies during the guaranteed period, no payments will be due after the guaranteed period.

**Option 3: Installment Refund Life Annuity**

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Annuitant. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Annuitant, and no payments will be due after the death of the Annuitant. If the Annuitant dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

**Option 4: Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two Annuitants and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to  $\frac{2}{3}$  or  $\frac{1}{2}$  of the payment made during the joint lifetime of the two persons.

Annuity Settlement Option factors for Option 4 will be furnished upon request.

**Option 5: Fixed Period Annuity**

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The guaranteed monthly income rates in Your Contract are based on an interest rate of {1.50}% and where mortality is involved, the {Annuity 2000 Table} developed by the Society of Actuaries projected for 20 years using 100% of Projection Scale G, with gender specific rates. If the same income rates are required for males and females, the guaranteed monthly income rates for Annuity Settlement Options that involve mortality assume that Annuitants are 60% female and 40% male. We may offer guaranteed monthly income rates that are more favorable than those contained in Your Contract.

<b>Males - Option One, Two and Three</b>						
<b>Monthly Income Rates per \$1,000</b>						
<b>Period Certain &amp; Life</b>						
<b>Age</b>	<b>Life</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>Install Refund</b>
<b>60</b>	{3.85}	{3.84}	{3.81}	{3.73}	{3.61}	{3.48}
<b>65</b>	{4.46}	{4.44}	{4.35}	{4.20}	{3.96}	{3.88}
<b>70</b>	{5.29}	{5.23}	{5.04}	{4.72}	{4.30}	{4.39}
<b>75</b>	{6.41}	{6.28}	{5.86}	{5.25}	{4.56}	{5.03}
<b>80</b>	{7.98}	{7.65}	{6.78}	{5.70}	{4.73}	{5.86}
<b>85+</b>	{N/A}	{9.40}	{7.66}	{6.01}	{4.80}	{N/A}

<b>Females - Option One, Two and Three</b>						
<b>Monthly Income Rates per \$1,000</b>						
<b>Period Certain &amp; Life</b>						
<b>Age</b>	<b>Life</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>Install Refund</b>
<b>60</b>	{3.52}	{3.51}	{3.49}	{3.46}	{3.39}	{3.28}
<b>65</b>	{4.02}	{4.01}	{3.97}	{3.90}	{3.76}	{3.65}
<b>70</b>	{4.72}	{4.70}	{4.61}	{4.43}	{4.15}	{4.13}
<b>75</b>	{5.73}	{5.66}	{5.43}	{5.02}	{4.48}	{4.75}
<b>80</b>	{7.18}	{7.00}	{6.42}	{5.56}	{4.70}	{5.56}
<b>85+</b>	{N/A}	{8.81}	{7.43}	{5.95}	{4.79}	{N/A}

Non gender-specific - Option One, Two and Three Monthly Income Rates per \$1,000						
Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	{3.65}	{3.65}	{3.62}	{3.57}	{3.48}	{3.36}
65	{4.20}	{4.18}	{4.13}	{4.02}	{3.85}	{3.74}
70	{4.95}	{4.91}	{4.78}	{4.55}	{4.21}	{4.23}
75	{6.00}	{5.91}	{5.61}	{5.12}	{4.52}	{4.86}
80	{7.50}	{7.26}	{6.56}	{5.62}	{4.71}	{5.69}
85+	{N/A}	{9.05}	{7.53}	{5.98}	{4.80}	{N/A}

Option Five	
Number	Monthly
5	{17.28}
10	{8.96}
15	{6.20}
20	{4.81}
25	{3.99}
30	{3.44}



## **VIII. TERMINATION**

- **Termination**

Your Contract will terminate on the earlier of the following dates:

- the date on which all benefits are paid as required by Your Contract; or
- the date there is a change in any Owner or assignment of any benefits under the Contract in exchange for anything of value.

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- **Single Premium Indexed Deferred Annuity Contract**

Subject to the terms and conditions of Your Contract, periodic income commencing on the Annuity Date with the option to change the type of Settlement Option payable prior to the Annuity Date. Non-Participating. Aviva Life and Annuity Company is a stock company.

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**Administrative Office:**

**Home Office:**

<p>Mail Processing Center: P.O. Box 1555 Des Moines, IA 50306-1555 (888) 266-8489</p>	<p>7700 Mills Civic Pkwy West Des Moines, IA 50266-3862 (888) 266-8489</p>
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**FIXED STRATEGY ENDORSEMENT**

**ENDORSEMENT DATA PAGE**

**ENDORSEMENT DATA ELEMENTS**

<b>Initial Interest Rate</b>	<b>{0.50}%</b>
<b>Minimum Renewal Interest Rate</b>	<b>{0.50}%</b>
<b>Minimum Guaranteed Strategy Value Interest Rate</b>	<b>{1.00}%</b>

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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- **This Endorsement**

This Endorsement establishes a Fixed Strategy for Your Contract. Terms used in this Endorsement are defined by either this Endorsement or Your base contract form. If both this Endorsement and Your base contract form define the same term, the definition contained in this Endorsement takes precedence. The effective date of this Endorsement is the Contract Date.

- **Strategy Value**

The Strategy Value of this Fixed Strategy at any time is equal to  $A + B + C + D - E - F$  where:

- A is any Premium allocated to this Fixed Strategy;
- B is any Premium Bonus credited to this Fixed Strategy;
- C is any amount(s) transferred from Your Contract's other Strategies to this Fixed Strategy;
- D is the amount of Interest Credits that are credited to this Fixed Strategy;
- E is any amount(s) transferred from this Fixed Strategy to Your Contract's other Strategies; and
- F is Withdrawals of any type deducted from this Fixed Strategy.

This Fixed Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

- **Minimum Guaranteed Strategy Value**

The Minimum Guaranteed Strategy Value of this Fixed Strategy at any time is equal to  $A + B - C - D - E$  where:

- A is 87.5% of the Premium credited to this Fixed Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- B is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from Your Contract's other Strategies to this Fixed Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- C is the Minimum Guaranteed Strategy Value associated with any Net Withdrawals from Your Contract that are deducted from this Fixed Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- D is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this Fixed Strategy to any of Your Contract's other Strategies accumulated at the Minimum Guaranteed Strategy Value Interest Rate; and
- E is any excess amount deducted from the Minimum Guaranteed Strategy Value of this Fixed Strategy as described below in this section when a Net Withdrawal from Your Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken accumulated at the Minimum Guaranteed Strategy Value Interest Rate.

The Minimum Guaranteed Strategy Value Interest Rate for this Fixed Strategy is shown on this Endorsement Data Page.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this Fixed Strategy to one of Your Contract's other Strategies is equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred from this Fixed Strategy;
- B is the total Strategy Value of this Fixed Strategy before the transfer; and
- C is the Minimum Guaranteed Strategy Value of this Fixed Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of Your Contract's other Strategies to this Fixed Strategy is equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred to this Fixed Strategy;
- B is the total Strategy Value that is being transferred from all Strategies; and
- C is the total Minimum Guaranteed Strategy Value that is being transferred from all Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal is equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment, and is referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of Your Contract's other Strategies starting with the Strategy that has the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy that has the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

- **Interest Credits on this Fixed Strategy**

We will declare Initial and Renewal Interest Rates that will determine the interest credited to this Fixed Strategy. An Initial Interest Rate, which will be guaranteed for the first Contract Year only, will be credited to any portion of the Premium and any applicable Premium Bonus that is allocated to this Fixed Strategy on the Contract Date. The Initial Interest Rate is equal to the interest rate declared and currently in effect on the Contract Date. The Initial Interest Rate for this Fixed Strategy is shown on this Endorsement Data Page.

At the end of the first Contract Year and any subsequent Contract Year, We will declare a Renewal Interest Rate that will determine the interest credited to this Fixed Strategy. The Renewal Interest Rate will be guaranteed for one Contract Year only and is guaranteed to never be less than the Minimum Renewal Interest Rate shown on this Endorsement Data Page.

Interest Credits for this Fixed Strategy are credited daily in accordance with the declared Initial Interest Rate or declared Renewal Interest Rate.


- **Transferred Premium**

You may elect, on the Contract Anniversary, to transfer some or all of the value of this Fixed Strategy to one or more of Your Contract's other Strategies, subject to any transfer limitations specified in the other Strategies. The amount transferred is referred to as Transferred Premium. To elect such a transfer, You must Notify Us at least four (4) Business Days before the Contract Anniversary. Your Notice must specify the Strategies to which each transfer is to be made. You must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

- **Withdrawals from this Fixed Strategy**

Unless You Notify and direct Us otherwise, all Withdrawals will be taken first from this Fixed Strategy. To the extent there are not enough funds in this Fixed Strategy to cover the entire Withdrawal, We will deduct the balance pro rata from the other Strategies in which You have funds.

You must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value of this Fixed Strategy. The amount specified by You will be before the calculation of any applicable charges and adjustments.

  
Richard C. Cohan  
Secretary



## POINT-TO-POINT INDEX STRATEGY ENDORSEMENT

### ENDORSEMENT DATA PAGE

#### ENDORSEMENT DATA ELEMENTS

Index Term Period	{1 year{{s}}}
Index	{S&P 500 <sup>®</sup> }
Initial Index Price	{1,170.34}
Initial Cap Rate	{7.00}%
Minimum Cap Rate	{2.00}%
Initial Participation Rate	{100}%
Minimum Participation Rate	{50}%
Initial Annual Spread	{2}%
Maximum Annual Spread	{8}%
Death Benefit and Settlement Option Interest Rate	{3.00}%
Minimum Guaranteed Strategy Value Interest Rate	{1.00}%
Maximum Allocation Percentage Limit	{100}%

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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## GENERAL ENDORSEMENT PROVISIONS

- **This Endorsement**

This Endorsement establishes a Point-to-Point Index Strategy for Your Contract. This Point-to-Point Index Strategy is based on the Index listed on this Endorsement Data Page. If the Index is discontinued, if We are unable to utilize it or if the calculation of the Index is changed substantially, We will substitute a suitable index for that Index and notify You of the change at Your last known address on file with Us. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which Your Contract is issued.

Terms used in this Endorsement are defined by either this Endorsement or Your base contract form. If both this Endorsement and Your base contract form define the same term, the definition contained in this Endorsement takes precedence.

The effective date of this Endorsement for new Contracts is the Contract Date and for existing Contracts is the date We issue this Endorsement.

On the effective date of this Endorsement, You may allocate a percentage, up to the Maximum Allocation Percentage Limit, of Your Accumulated Value to this Point-to-Point Index Strategy.

We may elect to terminate this Endorsement at any time by sending to You, at Your last known address that We have on file, a written notice stating the effective date on which this Endorsement will terminate. Such notice will be sent to You at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of this Endorsement's termination, You will not be allowed to allocate any funds to this Point-to-Point Index Strategy. All funds in this Point-to-Point Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on the next Index Term End Date. In lieu of having the funds in this Point-to-Point Index Strategy automatically transferred to the Fixed Strategy, You may elect to have the funds transferred to one or more of Your Contract's other available Strategies as provided for in the Transferred Premium section of this Endorsement.

- **Index Term Period**

The Index Term Period for this Point-to-Point Index Strategy is shown on this Endorsement Data Page. The initial Index Term Period is determined from the date on which this Point-to-Point Index Strategy was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new Index Term Period will begin.

- **Index Term End Date**

The Index Term End Date is the date on which Interest Credits are calculated for this Point-to-Point Index Strategy. An Index Term End Date is the last day of an Index Term Period. The Index Term End Date is the same numbered day as the Contract Date.

- **Strategy Value**

The Strategy Value of this Point-to-Point Index Strategy at any time is equal to  $A + B + C + D - E - F$  where:

- A is any Premium allocated to this Point-to-Point Index Strategy;
- B is any applicable Premium Bonus credited to this Point-to-Point Index Strategy;
- C is any amount(s) transferred from Your Contract's other Strategies to this Point-to-Point Index Strategy;
- D is the amount of Interest Credits that are credited to this Point-to-Point Index Strategy;
- E is any amount(s) transferred from this Point-to-Point Index Strategy to Your Contract's other Strategies; and
- F is Withdrawals of any type deducted from this Point-to-Point Index Strategy.

This Point-to-Point Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

- **Minimum Guaranteed Strategy Value**

The Minimum Guaranteed Strategy Value of this Point-to-Point Index Strategy at any time is equal to  $A + B - C - D - E$  where:

- A is 87.5% of the Premium credited to this Point-to-Point Index Strategy on the Contract Date accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- B is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from Your Contract's other Strategies to this Point-to-Point Index Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- C is the Minimum Guaranteed Strategy Value associated with any Net Withdrawals from Your Contract that are deducted from this Point-to-Point Index Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- D is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this Point-to-Point Index Strategy to any of Your Contract's other Strategies accumulated at the Minimum Guaranteed Strategy Value Interest Rate; and
- E is any excess amount deducted from the Minimum Guaranteed Strategy Value of this Point-to-Point Index Strategy as described below in this section when a Net Withdrawal from Your Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken accumulated at the Minimum Guaranteed Strategy Value Interest Rate.

The Minimum Guaranteed Strategy Value Interest Rate for this Point-to-Point Index Strategy is shown on this Endorsement Data Page.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this Point-to-Point Index Strategy to one of Your Contract's other Strategies will be equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred from this Point-to-Point Index Strategy;
- B is the total Strategy Value of this Point-to-Point Index Strategy before the transfer; and
- C is the Minimum Guaranteed Strategy Value of this Point-to-Point Index Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of Your Contract's other Strategies to this Point-to-Point Index Strategy will be equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred to this Point-to-Point Index Strategy;
- B is the total Strategy Value that is being transferred from all Strategies; and
- C is the total Minimum Guaranteed Strategy Value that is being transferred from all Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal is equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment, and is referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of Your Contract's other Strategies starting with the Strategy that has the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy that has the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

### • Interest Credits on this Point-to-Point Index Strategy

**Interest Credits, if any, will be calculated and added to this Point-to-Point Index Strategy only on an Index Term End Date.** Interest Credits on each Index Term End Date of this Point-to-Point Index Strategy will be equal to the lesser of (1) or (2) where:

- (1) is equal to  $A \times [(B / C) - 1] - (D \times E) \times F$ ;
- (2) is equal to  $A \times [G - (D \times E)] \times F$ ;

and where:

- A is the Strategy Value of this Point-to-Point Index Strategy as of the previous day after all transactions are recorded for that date;
- B is the Index Price for the Index Term End Date;
- C is the Index Price for the previous Index Term End Date;
- D is the Spread declared for this Point-to-Point Index Strategy on the previous Index Term End Date;
- E is the number of years in the Index Term Period for this Point-to-Point Index Strategy;

- F is the Participation Rate declared for this Point-to-Point Index Strategy on the previous Index Term End Date; and
- G is the Cap Rate declared for this Point-to-Point Index Strategy on the previous Index Term End Date.

The Interest Credits as calculated immediately above will never be less than zero. In the calculation of Interest Credits for the initial Index Term Period of this Point-to-Point Index Strategy, the previous Index Term End Date will be the date on which this Point-to-Point Index Strategy was originally established.

**On any date other than an Index Term End Date, if all or any part of the Strategy Value of this Point-to-Point Index Strategy is utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option or distributed in the form of a Withdrawal or surrender, that portion of the Strategy Value will not participate in any Interest Credits for that Index Term Period. The portion of the Strategy Value utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option will, however, be credited with interest based on the provisions of the last section of this Endorsement.**

- **Index Price**

The Index Price for any date, including the Contract Date or any Index Term End Date, Annuity Date or date We receive proof of death is the closing price of the Index shown on this Endorsement Data Page on the day before such date. The closing price of the Index is the price reported by a third-party source at a consistent time each day.

Any subsequent change in the reported price will not be reflected in the Index Price used to calculate Interest Credits on this Point-to-Point Index Strategy. If the Index Price is not available for any date, then the Index Price used for that date will be the Index Price on the first preceding day for which the Index Price is available.

The Initial Index Price is shown on this Endorsement Data Page.

- **Cap Rate**

The Cap Rate is used in the calculation of the Interest Credits for this Point-to-Point Index Strategy. The Initial Cap Rate is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Cap Rate will become effective on each Index Term End Date. The new Cap Rate will be the Cap Rate declared by Us. The Cap Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Cap Rate shown on this Endorsement Data Page.

- **Spread**

The annual Spread is used in the calculation of the Interest Credits for this Point-to-Point Index Strategy. The Initial Annual Spread is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new annual Spread will become effective on each Index Term End Date. The new annual Spread will be the annual Spread declared by Us. The annual Spread is guaranteed for one Index Term Period only and is guaranteed to never be greater than the Maximum Annual Spread shown on this Endorsement Data Page.

- **Participation Rate**

The Participation Rate is used in the calculation of the Interest Credits for this Point-to-Point Index Strategy. The Initial Participation Rate is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Participation Rate will become effective on each Index Term End Date. The new Participation Rate will be the Participation Rate declared by Us. The Participation Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Participation Rate shown on this Endorsement Data Page.

- **Transferred Premium**

At the beginning of a new Index Term Period of this Point-to-Point Strategy, You may elect to transfer some or all of the value of Your Contract's other Strategies into this Point-to-Point Index Strategy subject to any transfer limitations specified in this or the other Strategies. You may elect, on each Index Term End Date, to transfer some or all of the value of this Point-to-Point Index Strategy to one or more of Your Contract's other Strategies, subject to any transfer limitations specified in the other Strategies.

The amount transferred is referred to as Transferred Premium. To elect such a transfer, You must Notify Us at least four (4) Business Days before the Index Term End Date on which the transfer is to be made. Your Notice must specify the Strategies to which each transfer is to be made. You must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value of this Point-to-Point Index Strategy. The minimum amount that may remain in this Point-to-Point Index Strategy at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in this Point-to-Point Index Strategy, the entire Strategy Value of this Point-to-Point Index Strategy will be transferred. In this event, Your original Notice will be used as the basis for the transfer of the entire Strategy Value.

- **Withdrawals from this Point-to-Point Index Strategy**

Unless You Notify and direct Us otherwise, all Withdrawals will be taken first from the Fixed Strategy. To the extent that there are not enough funds in the Fixed Strategy to cover the entire Withdrawal, We will deduct the balance pro rata from the other Strategies in which You have funds.

You must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by You will be before the calculation of any applicable charges and adjustments. The minimum amount that must remain in this Point-to-Point Index Strategy at any time is \$2,000. Therefore, if a Withdrawal request is received that will leave less than \$2,000 in this Point-to-Point Index Strategy, the entire Strategy Value of this Point-to-Point Index Strategy must be withdrawn.

- **Interest on Death Benefit, Death Proceeds or Annuity Payments**

The Strategy Value under this Endorsement that is utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option on any date other than an Index Term End Date, will be credited with interest as follows:


- In the case of Death Benefit or Death Proceeds, interest will be credited from the Index Term End Date immediately preceding the date We receive the proof of death, as required by the Death Benefit section of Your Contract, to the date We receive the proof of death.
- In the case of annuity payments under a Settlement Option, interest will be credited from the Index Term End Date immediately preceding the Annuity Date to the Annuity Date.

Interest under this section will be calculated as  $(A - B) \times [(1+C)^D - 1]$  where:

- A is the Strategy Value of this Point-to-Point Index Strategy as of the previous Term End Date after all transactions are recorded for that date;
- B is the sum of any Withdrawals deducted from this Point-to-Point Index Strategy during the current Index Term Period;
- C is the Death Benefit and Settlement Option Interest Rate;
- D is the amount of time since the previous Index Term End Date.

In the calculation of interest under this section for the initial Index Term Period, the Index Term End Date will be the date on which this Point-to-Point Index Strategy was originally established.

The Death Benefit and Settlement Option Interest Rate is shown on this Endorsement Data Page. The Death Benefit and Settlement Option Interest Rate is guaranteed for the life of Your Contract.

  
Richard C. Cohan  
Secretary



# POINT-TO-POINT MULTIPLE INDEX STRATEGY ENDORSEMENT

## ENDORSEMENT DATA PAGE

### ENDORSEMENT DATA ELEMENTS

Index Term Period	{1year{s}}
Initial {S&P 500®} Index Price 1	{1,170.34}
Initial {NASDAQ-100} Index Price 2	{1,170.34}
Initial {Hang Seng} Index Price 3	{1,170.34}
Initial Index Allocation Percentage 1 {S&P 500®}	{60}%
Initial Index Allocation Percentage 2 {NASDAQ-100}	{20}%
Initial Index Allocation Percentage 3 {Hang Seng}	{20}%
Initial Cap Rate	{7.00}%
Minimum Cap Rate	{2.00}%
Initial Participation Rate	{100}%
Minimum Participation Rate	{50}%
Initial Annual Spread	{2.00}%
Maximum Annual Spread	{8.00}%
Death Benefit and Settlement Option Interest Rate	{3.00}%
Minimum Guaranteed Strategy Value Interest Rate	{1.00}%
Maximum Allocation Percentage Limit	{100}%

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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## GENERAL ENDORSEMENT PROVISIONS

- **This Endorsement**

This Endorsement establishes a Point-to-Point Multiple Index Strategy for Your Contract. This Point-to-Point Multiple Index Strategy is based on the Indices listed on this Endorsement Data Page. If one or more of the Indices are discontinued, if We are unable to utilize any of them or if the calculation of any Index is changed substantially, We will substitute a suitable index for that Index and notify You of the change at Your last known address on file with Us. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which Your Contract is issued.

Terms used in this Endorsement are defined by either this Endorsement or Your base contract form. If both this Endorsement and Your base contract form define the same term, the definition contained in this Endorsement takes precedence.

The effective date of this Endorsement for new Contracts is the Contract Date and for existing Contracts is the date We issue this Endorsement.

On the effective date of this Endorsement, You may allocate a percentage, up to the Maximum Allocation Percentage Limit, of your Accumulated Value to this Point-to-Point Multiple Index Strategy.

We may elect to terminate this Endorsement at any time by sending to You, at Your last known address that We have on file, a written notice stating the effective date on which this Endorsement will terminate. Such notice will be sent to You at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of this Endorsement's termination, You will not be allowed to allocate any funds to this Point-to-Point Multiple Index Strategy. All funds in this Point-to-Point Multiple Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on the next Index Term End Date. In lieu of having the funds in this Point-to-Point Multiple Index Strategy automatically transferred to the Fixed Strategy, You may elect to have the funds transferred to one or more of Your Contract's other available Strategies as provided for in the Transferred Premium section of this Endorsement.

- **Index Term Period**

The Index Term Period for this Point-to-Point Multiple Index Strategy is shown on this Endorsement Data Page. The initial Index Term Period is determined from the date on which the Point-to-Point Multiple Index Strategy was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new Index Term Period will begin.

- **Index Term End Date**

The Index Term End Date is the date on which Interest Credits are calculated for this Point-to-Point Multiple Index Strategy. An Index Term End Date is the last day of an Index Term Period. The Index Term End Date is the same numbered day as the Contract Date.

- **Strategy Value**

The Strategy Value of this Point-to-Point Multiple Index Strategy at any time is equal to  $A + B + C + D - E - F$  where:

- A is any Premium allocated to this Point-to-Point Multiple Index Strategy;
- B is any applicable Premium Bonus credited to this Point-to-Point Multiple Index Strategy;
- C is any amount(s) transferred from Your Contract's other Strategies to this Point-to-Point Multiple Index Strategy;
- D is the amount of Interest Credits that are credited to this Point-to-Point Multiple Index Strategy;
- E is any amount(s) transferred from this Point-to-Point Multiple Index Strategy to Your Contract's other Strategies; and
- F is Withdrawals of any type deducted from this Point-to-Point Multiple Index Strategy.

This Point-to-Point Multiple Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

- **Minimum Guaranteed Strategy Value**

The Minimum Guaranteed Strategy Value of this Point-to-Point Multiple Index Strategy at any time is equal to  $A + B - C - D - E$  where:

- A is 87.5% of the Premium credited to this Point-to-Point Multiple Index Strategy on the Contract Date accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- B is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from Your Contract's other Strategies to this Point-to-Point Multiple Index Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- C is the Minimum Guaranteed Strategy Value associated with any Net Withdrawals from Your Contract that are deducted from this Point-to-Point Multiple Index Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- D is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this Point-to-Point Multiple Index Strategy to any of Your Contract's other Strategies accumulated at the Minimum Guaranteed Strategy Value Interest Rate; and
- E is any excess amount deducted from the Minimum Guaranteed Strategy Value of this Point-to-Point Multiple Index Strategy as described below in this section when a Net Withdrawal from Your Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken accumulated at the Minimum Guaranteed Strategy Value Interest Rate.

The Minimum Guaranteed Strategy Value Interest Rate for this Point-to-Point Multiple Index Strategy is shown on this Endorsement Data Page.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this Point-to-Point Multiple Index Strategy to one of Your Contract's other Strategies will be equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred from this Point-to-Point Multiple Index Strategy;
- B is the total Strategy Value of this Point-to-Point Multiple Index Strategy before the transfer; and
- C is the Minimum Guaranteed Strategy Value of this Point-to-Point Multiple Index Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of Your Contract's other Strategies to this Point-to-Point Multiple Index Strategy will be equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred to this Point-to-Point Multiple Index Strategy;
- B is the total Strategy Value that is being transferred from all Strategies; and
- C is the total Minimum Guaranteed Strategy Value that is being transferred from all Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal is equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment, and is referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of Your Contract's other Strategies starting with the Strategy that has the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy that has the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

- **Interest Credits on this Point-to-Point Multiple Index Strategy**

**Interest Credits, if any, will be calculated and added to this Point-to-Point Multiple Index Strategy only on an Index Term End Date.** Interest Credits on each Index Term End Date of this Point-to-Point Multiple Index Strategy will be equal to  $A \times B$  where:

- A is the Strategy Value of this Point-to-Point Multiple Index Strategy as of the previous day after all transactions are recorded for that date; and
- B is the Index Credit Percentage.

The Interest Credits as calculated in the paragraph immediately prior will never be less than zero. In the calculation of Interest Credits for the initial Index Term Period of this Point-to-Point Multiple Index Strategy, the previous Index Term End Date will be the date on which this Point-to-Point Multiple Index Strategy was originally established.

On any date other than an Index Term End Date, if all or any part of the Strategy Value of this Point-to-Point Multiple Index Strategy is utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option or distributed in the form of a Withdrawal or surrender, that portion of the Strategy Value will not participate in any Interest Credits for that Index Term Period. The portion of the Strategy Value utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option will, however, be credited with interest based on the provisions of the last section of this Endorsement.

The Index Credit Percentage equals the lesser of (1) and (2) where:

- (1) is  $C \times [D - (E \times G)]$ ;
- (2) is  $C \times [F - (E \times G)]$ ;

and where:

- C is the Participation Rate declared for this Point-to-Point Multiple Index Strategy on the previous Index Term End Date;
- D is the Index Growth Percentage;
- E is the Spread declared for this Point-to-Point Multiple Index Strategy on the previous Index Term End Date;
- F is the Cap Rate declared for this Point-to-Point Multiple Index Strategy on the previous Index Term End Date; and
- G is the number of years in the Index Term Period for this Point-to-Point Multiple Index Strategy;

Index Growth Percentage in D immediately above is determined as follows:

Index Allocation Percentage 1 declared for this Point-to-Point Multiple Index Strategy on the previous Index Term End Date x Point-to-Point Growth for Index 1; plus  
Index Allocation Percentage 2 declared for this Point-to-Point Multiple Index Strategy on the previous Index Term End Date x Point-to-Point Growth for Index 2; plus  
Index Allocation Percentage 3 declared for this Point-to-Point Multiple Index Strategy on the previous Index Term End Date x Point-to-Point Growth for Index 3.

Point-to-Point Growth referenced immediately above is a separate calculation for each Index and is calculated as  $H/J - 1$  where:

- H is the Index Price for the Index Term End Date for each Index; and
- J is the Index Price for the previous Index Term End Date for each Index.

Index Growth Percentage may be positive, negative, or zero.

- **Index Price**

The Index Price for any date is the closing price of each Index on the day before such date. The closing price of each Index is the price reported by a third-party source at a consistent time each day.

Any subsequent change in the reported price will not be reflected in the Index Price used to calculate Interest Credits on this Point-to-Point Multiple Index Strategy. If any Index Price is not available for any date, then any Index Price used for that date will be the Index Price on the first preceding day for which any Index Price is available.

The Initial Index Price for each Index is shown on this Endorsement Data Page.

- **Cap Rate**

The Cap Rate is used in the calculation of the Interest Credits for this Point-to-Point Multiple Index Strategy. The Initial Cap Rate is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Cap Rate will become effective on each Index Term End Date. The new Cap Rate will be the Cap Rate declared by Us. The Cap Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Cap Rate shown on this Endorsement Data Page.

- **Spread**

The annual Spread is used in the calculation of the Interest Credits for this Point-to-Point Multiple Index Strategy. The Initial Annual Spread is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new annual Spread will become effective on each Index Term End Date. The new annual Spread will be the annual Spread declared by Us. The annual Spread is guaranteed for one Index Term Period only and is guaranteed to never be greater than the Maximum Annual Spread shown on this Endorsement Data Page.

- **Participation Rate**

The Participation Rate is used in the calculation of the Interest Credits for this Point-to-Point Multiple Index Strategy. The Initial Participation Rate is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Participation Rate will become effective on each Index Term End Date. The new Participation Rate will be the Participation Rate declared by Us. The Participation Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Participation Rate shown on this Endorsement Data Page.

- **Index Allocation Percentages**

The Initial Index Allocation Percentage 1, Initial Index Allocation Percentage 2, and Initial Index Allocation Percentage 3 are used in the calculation of the Interest Credits for this Point-to-Point Multiple Index Strategy. Each of these are shown on this Endorsement Data Page and are guaranteed for the first Index Term Period only. New Index Allocation Percentages for each of these will become effective on each Index Term End Date. The New Index Allocation Percentages for each of these will be declared by Us. The Index Allocation Percentages for each of these will never be less than 1% and their sum must equal 100%.

- **Transferred Premium**

At the beginning of a new Index Term Period of this Point-to-Point Multiple Index Strategy, You may elect to transfer some or all of the value of Your Contract's other Strategies into this Point-to-Point Multiple Index Strategy subject to any transfer limitations specified in this or the other Strategies. You may elect, on each Index Term End Date, to transfer some or all of the value of this Point-to-Point Multiple Index Strategy to one or more of Your Contract's other Strategies, subject to any transfer limitations specified in the other Strategies.

The amount transferred is referred to as Transferred Premium. To elect such a transfer, You must Notify Us at least four (4) Business Days before the Index Term End Date on which the transfer is to be made. Your Notice must specify the Strategies to which each transfer is to be made. You must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value of this Point-to-Point Multiple Index Strategy. The minimum amount that may remain in this Point-to-Point Multiple Index Strategy at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in this Point-to-Point Multiple Index Strategy, the entire Strategy Value of this Point-to-Point Multiple Index Strategy will be transferred. In this event, Your original Notice will be used as the basis for the transfer of the entire Strategy Value.

- **Withdrawals from this Point-to-Point Multiple Index Strategy**

Unless You notify Us and direct otherwise, all Withdrawals will be taken first from the Fixed Strategy. To the extent that there are not enough funds in the Fixed Strategy to cover the entire Withdrawal, We will deduct the balance pro rata from the other Strategies in which You have funds.

You must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by You will be before the calculation of any applicable charges and adjustments. The minimum amount that must remain in this Point-to-Point Multiple Index Strategy at any time is \$2,000; therefore, if a Withdrawal request is received that will leave less than \$2,000 in this Point-to-Point Multiple Index Strategy, the entire Strategy Value of this Point-to-Point Multiple Index Strategy must be withdrawn.

- **Interest on Death Benefit, Death Proceeds or Annuity Payments**

The Strategy Value under this Point-to-Point Multiple Index Strategy that is utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option on any date other than an Index Term End Date, will be credited with interest as follows:

- In the case of Death Benefit or Death Proceeds, interest will be credited from the Index Term End Date immediately preceding the date We receive the proof of death, as required by the Death Benefit section of Your Contract, to the date We receive the proof of death.
- In the case of annuity payments under a Settlement Option, interest will be credited from the Index Term End Date immediately preceding the Annuity Date to the Annuity Date.



Interest under this section will be calculated as  $(A - B) \times [(1+C)^D - 1]$  where:

- A is the Strategy Value of this Point-to-Point Multiple Index Strategy as of the previous Term End Date after all transactions are recorded for that date;
- B is the sum of any Withdrawals deducted from this Point-to-Point Multiple Index Strategy during the current Index Term Period;
- C is the Death Benefit and Settlement Option Interest Rate; and
- D is the amount of time since the previous Index Term End Date.

In the calculation of interest under this section for the initial Index Term Period, the previous Index Term End Date will be the date on which this Point-to-Point Multiple Index Strategy was originally established.

The Death Benefit and Settlement Option Interest Rate is shown on this Endorsement Data Page. The Death Benefit and Settlement Option Interest Rate is guaranteed for the life of Your Contract.

  
Richard C. Cohan  
Secretary

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**NO CAP POINT-TO-POINT INDEX STRATEGY ENDORSEMENT****ENDORSEMENT DATA PAGE****ENDORSEMENT DATA ELEMENTS**

<b>Index Term Period</b>	<b>{1year{s}}</b>
<b>Index</b>	<b>{S&amp;P 500<sup>®</sup>}</b>
<b>Initial Index Price</b>	<b>{1,170.34}</b>
<b>Initial Participation Rate</b>	<b>{100}%</b>
<b>Minimum Participation Rate</b>	<b>{50}%</b>
<b>Initial Annual Spread</b>	<b>{2}%</b>
<b>Maximum Annual Spread</b>	<b>{8}%</b>
<b>Death Benefit and Settlement Option Interest Rate</b>	<b>{3.00}%</b>
<b>Minimum Guaranteed Strategy Value Interest Rate</b>	<b>{1.00}%</b>
<b>Maximum Allocation Percentage Limit</b>	<b>{100}%</b>

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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## GENERAL ENDORSEMENT PROVISIONS

- **This Endorsement**

This Endorsement establishes a No Cap Point-to-Point Index Strategy for Your Contract. This No Cap Point-to-Point Index Strategy is based on the Index, listed on this Endorsement Data Page. If the Index is discontinued, if We are unable to utilize it or if the calculation of the Index is changed substantially, We will substitute a suitable index for that Index and notify You of the change at Your last known address on file with Us. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which Your Contract is issued.

Terms used in this Endorsement are defined by either this Endorsement or Your base contract form. If both this Endorsement and Your base contract form define the same term, the definition contained in this Endorsement takes precedence.

The effective date of this Endorsement for new Contracts is the Contract Date and for existing Contracts is the date We issue this Endorsement.

On the effective date of this Endorsement, You may allocate a percentage, up to the Maximum Allocation Percentage Limit, of Your Accumulated Value to this No Cap Point-to-Point Index Strategy.

We may elect to terminate this Endorsement at any time by sending to You, at Your last known address that We have on file, a written notice stating the effective date on which this Endorsement will terminate. Such notice will be sent to You at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of this Endorsement's termination, You will not be allowed to allocate any funds to this No Cap Point-to-Point Index Strategy. All funds in this No Cap Point-to-Point Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on the next Index Term End Date. In lieu of having the funds in this No Cap Point-to-Point Index Strategy automatically transferred to the Fixed Strategy, You may elect to have the funds transferred to one or more of Your Contract's other available Strategies as provided for in the Transferred Premium section of this Endorsement.

- **Index Term Period**

The Index Term Period for this No Cap Point-to-Point Index Strategy is shown on this Endorsement Data Page. The initial Index Term Period is determined from the date on which this No Cap Point-to-Point Index Strategy was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new Index Term Period will begin.

- **Index Term End Date**

The Index Term End Date is the date on which Interest Credits are calculated for this No Cap Point-to-Point Index Strategy. An Index Term End Date is the last day of an Index Term Period. The Index Term End Date is the same numbered day as the Contract Date.

- **Strategy Value**

The Strategy Value of this No Cap Point-to-Point Index Strategy at any time is equal to  $A + B + C + D - E - F$  where:

- A is any Premium allocated to this No Cap Point-to-Point Index Strategy;
- B is any applicable Premium Bonus credited to this No Cap Point-to-Point Index Strategy;
- C is any amount(s) transferred from Your Contract's other Strategies to this No Cap Point-to-Point Index Strategy;
- D is the amount of Interest Credits that are credited to this No Cap Point-to-Point Index Strategy;
- E is any amount(s) transferred from this No Cap Point-to-Point Index Strategy to Your Contract's other Strategies; and
- F is Withdrawals of any type deducted from this No Cap Point-to-Point Index Strategy.

This No Cap Point-to-Point Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

- **Minimum Guaranteed Strategy Value**

The Minimum Guaranteed Strategy Value of this No Cap Point-to-Point Index Strategy at any time is equal to  $A + B - C - D - E$  where:

- A is 87.5% of the Premium credited to this No Cap Point-to-Point Index Strategy on the Contract Date accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- B is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from Your Contract's other Strategies to this No Cap Point-to-Point Index Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- C is the Minimum Guaranteed Strategy Value associated with any Net Withdrawals from Your Contract that are deducted from this No Cap Point-to-Point Index Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- D is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this No Cap Point-to-Point Index Strategy to any of Your Contract's other Strategies accumulated at the Minimum Guaranteed Strategy Value Interest Rate; and
- E is any excess amount deducted from the Minimum Guaranteed Strategy Value of this No Cap Point-to-Point Index Strategy as described below in this section when a Net Withdrawal from Your Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken accumulated at the Minimum Guaranteed Strategy Value Interest Rate.

The Minimum Guaranteed Strategy Value Interest Rate for this No Cap Point-to-Point Index Strategy is shown on this Endorsement Data Page.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this No Cap Point-to-Point Index Strategy to one of Your Contract's other Strategies will be equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred from this No Cap Point-to-Point Index Strategy;
- B is the total Strategy Value of this No Cap Point-to-Point Index Strategy before the transfer; and
- C is the Minimum Guaranteed Strategy Value of this No Cap Point-to-Point Index Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of Your Contract's other Strategies to this No Cap Point-to-Point Index Strategy will be equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred to this No Cap Point-to-Point Index Strategy;
- B is the total Strategy Value that is being transferred from all Strategies; and
- C is the total Minimum Guaranteed Strategy Value that is being transferred from all Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal is equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment, and is referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of Your Contract's other Strategies starting with the Strategy that has the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy that has the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

### • Interest Credits on this No Cap Point-to-Point Index Strategy

**Interest Credits, if any, will be calculated and added to this No Cap Point-to-Point Index Strategy only on an Index Term End Date.** Interest Credits on each Index Term End Date of this No Cap Point-to-Point Index Strategy will be equal to  $A \times [(B / C) - 1] - (D \times E) \times F$  where:

- A is the Strategy Value of this No Cap Point-to-Point Index Strategy as of the previous day after all transactions are recorded for that date;
- B is the Index Price for the Index Term End Date;
- C is the Index Price for the previous Index Term End Date;
- D is the Spread declared for this No Cap Point-to-Point Index Strategy on the previous Index Term End Date;
- E is the number of years in the Index Term Period for this No Cap Point-to-Point Index Strategy; and
- F is the Participation Rate declared for this No Cap Point-to-Point Index Strategy on the previous Index Term End Date.

The Interest Credits as calculated immediately above will never be less than zero. In the calculation of Interest Credits for the initial Index Term Period of this No Cap Point-to-Point Index Strategy, the previous Index Term End Date will be the date on which this No Cap Point-to-Point Index Strategy was originally established.

**On any date other than an Index Term End Date, if all or any part of the Strategy Value of this No Cap Point-to-Point Index Strategy is utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option or distributed in the form of a Withdrawal or surrender, that portion of the Strategy Value will not participate in any Interest Credits for that Index Term Period. The portion of the Strategy Value utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option will, however, be credited with interest based on the provisions of the last section of this Endorsement.**

- **Index Price**

The Index Price for any date, including the Contract Date, any Index Term End Date, Annuity Date or date We receive proof of death, is the closing price of the Index on the day before such date. The closing price of the Index is the price reported by a third-party source at a consistent time each day.

Any subsequent change in the reported price will not be reflected in the Index Price used to calculate Interest Credits on this No Cap Point-to-Point Index Strategy. If the Index Price is not available for any date, then the Index Price used for that date will be the Index Price on the first preceding day for which the Index Price is available.

The Initial Index Price is shown on this Endorsement Data Page.

- **Spread**

The annual Spread is used in the calculation of the Interest Credits for this No Cap Point-to-Point Index Strategy. The Initial Annual Spread is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new annual Spread will become effective on each Index Term End Date. The new annual Spread will be the annual Spread declared by Us. The annual Spread is guaranteed for one Index Term Period only and is guaranteed to never be greater than the Maximum Annual Spread shown on this Endorsement Data Page.

- **Participation Rate**

The Participation Rate is used in the calculation of the Interest Credits for this No Cap Point-to-Point Index Strategy. The Initial Participation Rate is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Participation Rate will become effective on each Index Term End Date. The new Participation Rate will be the Participation Rate declared by Us. The Participation Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Participation Rate shown on this Endorsement Data Page.



- **Transferred Premium**

At the beginning of a new Index Term Period of this No Cap Point-to-Point Strategy, You may elect to transfer some or all of the value of Your Contract's other Strategies into this No Cap Point-to-Point Index Strategy subject to any transfer limitations specified in this or the other Strategies. You may elect, on each Index Term End Date, to transfer some or all of the value of this No Cap Point-to-Point Index Strategy to one or more of Your Contract's other Strategies, subject to any transfer limitations specified in the other Strategies.

The amount transferred is referred to as Transferred Premium. To elect such a transfer, You must Notify Us at least four (4) Business Days before the Index Term End Date on which the transfer is to be made. Your Notice must specify the Strategies to which each transfer is to be made. You must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value of this No Cap Point-to-Point Index Strategy. The minimum amount that may remain in this No Cap Point-to-Point Index Strategy at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in this No Cap Point-to-Point Index Strategy, the entire Strategy Value of this No Cap Point-to-Point Index Strategy will be transferred. In this event, Your original Notice will be used as the basis for the transfer of the entire Strategy Value.

- **Withdrawals from this No Cap Point-to-Point Index Strategy**

Unless You Notify and direct Us otherwise, all Withdrawals will be taken first from the Fixed Strategy. To the extent that there are not enough funds in the Fixed Strategy to cover the entire Withdrawal, We will deduct the balance pro rata from the other Strategies in which You have funds.

You must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by You will be before the calculation of any applicable charges and adjustments. The minimum amount that must remain in this No Cap Point-to-Point Index Strategy at any time is \$2,000. Therefore, if a Withdrawal request is received that will leave less than \$2,000 in this No Cap Point-to-Point Index Strategy, the entire Strategy Value of this No Cap Point-to-Point Index Strategy must be withdrawn.

- **Interest on Death Benefit, Death Proceeds or Annuity Payments**

The Strategy Value under this No Cap Point-to-Point Index Strategy that is utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option on any date other than an Index Term End Date, will be credited with interest as follows:

- In the case of Death Benefit or Death Proceeds, interest will be credited from the Index Term End Date immediately preceding the date We receive the proof of death, as required by the Death Benefit section of Your Contract, to the date We receive the proof of death.
- In the case of annuity payments under a Settlement Option, interest will be credited from the Index Term End Date immediately preceding the Annuity Date to the Annuity Date.

Interest under this section will be calculated as  $(A - B) \times [(1 + C)^D - 1]$  where:

- A is the Strategy Value of this No Cap Point-to-Point Index Strategy as of the previous Term End Date after all transactions are recorded for that date;
- B is the sum of any Withdrawals deducted from this No Cap Point-to-Point Index Strategy during the current Index Term Period;
- C is the Death Benefit and Settlement Option Interest Rate; and
- D is the amount of time since the previous Index Term End Date.

In the calculation of interest under this section for the initial Index Term Period, the previous Index Term End Date will be the date on which this No Cap Point-to-Point Index Strategy was originally established.

The Death Benefit and Settlement Option Interest Rate is shown on this Endorsement Data Page. The Death Benefit and Settlement Option Interest Rate is guaranteed for the life of Your Contract.

  
Richard C. Cohan  
Secretary

<b>MONTHLY AVERAGE INDEX STRATEGY ENDORSEMENT</b>
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<b>ENDORSEMENT DATA PAGE</b>
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<b>ENDORSEMENT DATA ELEMENTS</b>	
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Index Term Period	{1 year{s}}
Index	{S&P 500® }
Initial Index Price	{1,170.34}
Initial Cap Rate	{2.50%}
Minimum Cap Rate	{1.00%}
Initial Participation Rate	{100}%
Minimum Participation Rate	{50}%
Initial Annual Spread	{2}%
Maximum Annual Spread	{8}%
Death Benefit and Settlement Option Interest Rate	{3.00}%
Minimum Guaranteed Strategy Value Interest Rate	{1.00}%
Maximum Allocation Percentage Limit	{100}%

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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## GENERAL ENDORSEMENT PROVISIONS

- **This Endorsement**

This Endorsement establishes a Monthly Average Index Strategy for Your Contract. This Monthly Average Index Strategy is based on the Index listed on this Endorsement Data Page. If the Index is discontinued, if We are unable to utilize it or if the calculation of the Index is changed substantially, We will substitute a suitable index for that Index and notify You of the change at Your last known address on file with Us. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which Your Contract is issued.

Terms used in this Endorsement are defined by either this Endorsement or Your base contract form. If both this Endorsement and Your base contract form define the same term, the definition contained in this Endorsement takes precedence.

The effective date of this Endorsement for new Contracts is the Contract Date and for existing Contracts is the date We issue this Endorsement.

On the effective date of this Endorsement, You may allocate a percentage, up to the Maximum Allocation Percentage Limit, of Your Accumulated Value to this Monthly Average Index Strategy.

We may elect to terminate this Endorsement at any time by sending to You, at Your last known address that We have on file, a written notice stating the effective date on which this Endorsement will terminate. Such notice will be sent to You at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of this Endorsement's termination, You will not be allowed to allocate any funds to this Monthly Average Index Strategy. All funds in this Monthly Average Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on the next Index Term End Date. In lieu of having the funds in this Monthly Average Index Strategy automatically transferred to the Fixed Strategy, You may elect to have the funds transferred to one or more of Your Contract's other available Strategies as provided for in the Transferred Premium section of this Endorsement.

- **Index Term Period**

The Index Term Period for this Monthly Average Index Strategy is shown on this Endorsement Data Page. The initial Index Term Period is determined from the date on which the Monthly Average Index Strategy was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new Index Term Period will begin.

- **Index Term End Date**

The Index Term End Date is the date on which Interest Credits are calculated for this Monthly Average Index Strategy. An Index Term End Date is the last day of an Index Term Period. The Index Term End Date is the same numbered day as the Contract Date.

- **Strategy Value**

The Strategy Value of this Monthly Average Index Strategy at any time is equal to  $A + B + C + D - E - F$  where:

- A is any Premium allocated to this Monthly Average Index Strategy;
- B is any applicable Premium Bonus credited to this Monthly Average Index Strategy;
- C is any amount(s) transferred from Your Contract's other Strategies to this Monthly Average Index Strategy;
- D is the amount of Interest Credits that are credited to this Monthly Average Index Strategy;
- E is any amount(s) transferred from this Monthly Average Index Strategy to Your Contract's other Strategies; and
- F is Withdrawals of any type deducted from this Monthly Average Index Strategy.

This Monthly Average Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

- **Minimum Guaranteed Strategy Value**

The Minimum Guaranteed Strategy Value of this Monthly Average Index Strategy at any time is equal to  $A + B - C - D - E$  where:

- A is 87.5% of the Premium credited to this Monthly Average Index Strategy on the Contract Date accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- B is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from Your Contract's other Strategies to this Monthly Average Index Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- C is the Minimum Guaranteed Strategy Value associated with any Net Withdrawals from Your Contract that are deducted from this Monthly Average Index Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- D is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this Monthly Average Index Strategy to any of Your Contract's other Strategies accumulated at the Minimum Guaranteed Strategy Value Interest Rate; and
- E is any excess amount deducted from the Minimum Guaranteed Strategy Value of this Monthly Average Index Strategy as described below in this section when a Net Withdrawal from Your Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken accumulated at the Minimum Guaranteed Strategy Value Interest Rate.

The Minimum Guaranteed Strategy Value Interest Rate for this Monthly Average Index Strategy is shown on this Endorsement Data Page.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this Monthly Average Index Strategy to one of Your Contract's other Strategies will be equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred from this Monthly Average Index Strategy;
- B is the total Strategy Value of this Monthly Average Index Strategy before the transfer; and
- C is the Minimum Guaranteed Strategy Value of this Monthly Average Index Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of Your Contract's other Strategies to this Monthly Average Index Strategy will be equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred to this Monthly Average Index Strategy;
- B is the total Strategy Value that is being transferred from all Strategies; and
- C is the total Minimum Guaranteed Strategy Value that is being transferred from all Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal is equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment, and is referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of Your Contract's other Strategies starting with the Strategy that has the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy that has the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

- **Interest Credits on this Monthly Average Index Strategy**

**Interest Credits, if any, will be calculated and added to this Monthly Average Index Strategy only on an Index Term End Date.** Interest Credits on each Index Term End Date of this Monthly Average Index Strategy will be equal to  $A \times B$  where:

- A is the Strategy Value of this Monthly Average Index Strategy as of the previous day after all transactions are recorded for that date; and
- B is the Monthly Average Growth.

The Interest Credits as calculated immediately above will never be less than zero. In the calculation of Interest Credits for the initial Index Term Period of this Monthly Average Index Strategy, the previous Index Term End Date will be the date on which this Monthly Average Index Strategy was originally established.

The Monthly Average Growth equals the lesser of (1) and (2) where:

- (1) is  $C \times [(D - H) / H - (E \times F)]$ ;
- (2) is  $C \times [G - (E \times F)]$ ;

and where:

- C is the Participation Rate declared for this Monthly Average Index Strategy on the previous Index Term End Date;
- D is the average of all of the monthly Index Prices on the Index Dates during the Index Term Period;
- E is the Spread declared for this Monthly Average Index Strategy on the previous Index Term End Date;
- F is the number of years in the Index Term Period for this Monthly Average Index Strategy;
- G is the Cap Rate declared for this Monthly Average Index Strategy on the previous Index Term End Date; and
- H is the Index Price for the previous Index Term End Date.

The Monthly Average Growth may be positive, negative or zero.

**On any date other than an Index Term End Date, if all or any part of the Strategy Value of this Monthly Average Index Strategy is utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option or distributed in the form of a Withdrawal or surrender, that portion of the Strategy Value will not participate in any Interest Credits for that Index Term Period. The portion of the Strategy Value utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option will, however, be credited with interest based on the provisions of the last section of this Endorsement.**

- **Index Price**

The Index Price for any date is the closing price of the Index on the day before such date. The closing price of the Index is the price reported by a third-party source at a consistent time each day.

Any subsequent change in the reported price will not be reflected in the Index Price used to calculate Interest Credits on this Monthly Average Index Strategy. If the Index Price is not available for any date, then the Index Price used for that date will be the Index Price on the first preceding day for which the Index Price is available.

The Initial Index Price is shown on this Endorsement Data Page.



- **Index Dates**

The Index Dates for the Monthly Average Index Strategy are determined from the Contract Date for the first Index Term Period. For each Index Term Period thereafter, the Index Dates are determined from the Index Term End Date coinciding with the first date of each index Term period. An Index Date will be established for each month following the month that contains the Contract Date or Index Term End Date, whichever is applicable. The Index Date will be the same numbered day each month and will be the same numbered day as the Contract Date and Index Term End Date. If the same numbered day does not exist in a month, such as the 31<sup>st</sup>, the Company will use the first preceding day that does exist. Here is a hypothetical example for a 2 year Index Term Period; If the Contract Date or Index Term End Date for a particular Contract is January 10, 2012, the first Index Date for that Index Term Period occurs on February 10, 2012 and the 24<sup>th</sup> Index Date occurs on January 10, 2014.

- **Cap Rate**

The Cap Rate is used in the calculation of the Interest Credits for this Monthly Average Index Strategy. The Initial Cap Rate is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Cap Rate will become effective on each Index Term End Date. The new Cap Rate will be the Cap Rate declared by Us. The Cap Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Cap Rate shown on this Endorsement Data Page.

- **Spread**

The annual Spread is used in the calculation of the Interest Credits for this Monthly Average Index Strategy. The Initial Annual Spread is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new annual Spread will become effective on each Index Term End Date. The new annual Spread will be the annual Spread declared by Us. The annual Spread is guaranteed for one Index Term Period only and is guaranteed to never be greater than the Maximum Annual Spread shown on this Endorsement Data Page.

- **Participation Rate**

The Participation Rate is used in the calculation of the Interest Credits for this Monthly Average Index Strategy. The Initial Participation Rate is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Participation Rate will become effective on each Index Term End Date. The new Participation Rate will be the Participation Rate declared by Us. The Participation Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Participation Rate shown on this Endorsement Data Page.

- **Transferred Premium**

At the beginning of a new Index Term Period of this Monthly Average Index Strategy, You may elect to transfer some or all of the value of Your Contract's other Strategies into this Monthly Average Index Strategy subject to any transfer limitations specified in this or the other Strategies. You may elect, on each Index Term End Date, to transfer some or all of the value of this Monthly Average Index Strategy to one or more of Your Contract's other Strategies, subject to any transfer limitations specified in the other Strategies.

The amount transferred is referred to as Transferred Premium. To elect such a transfer, You must Notify Us at least four (4) Business Days before the Index Term End Date on which the transfer is to be made. Your Notice must specify the Strategies to which each transfer is to be made. You must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value of this Monthly Average Index Strategy. The minimum amount that may remain in this Monthly Average Index Strategy at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in this Monthly Average Index Strategy, the entire Strategy Value of this Monthly Average Index Strategy will be transferred. In this event, Your original Notice will be used as the basis for the transfer of the entire Strategy Value.

- **Withdrawals from this Monthly Average Index Strategy**

Unless You notify and direct Us otherwise, all Withdrawals will be taken first from the Fixed Strategy. To the extent that there are not enough funds in the Fixed Strategy to cover the entire Withdrawal, We will deduct the balance pro rata from the other Strategies in which You have funds.

You must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by You will be before the calculation of any applicable charges and adjustments. The minimum amount that must remain in this Monthly Average Index Strategy at any time is \$2,000; therefore, if a Withdrawal request is received that will leave less than \$2,000 in this Monthly Average Index Strategy, the entire Strategy Value of this Monthly Average Index Strategy must be withdrawn.

- **Interest on Death Benefit, Death Proceeds or Annuity Payments**

The Strategy Value under this Monthly Average Index Strategy that is utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option on any date other than an Index Term End Date, will be credited with interest as follows:


- In the case of Death Benefit or Death Proceeds, interest will be credited from the Index Term End Date immediately preceding the date We receive the proof of death, as required by the Death Benefit section of Your Contract, to the date We receive the proof of death.
- In the case of annuity payments under a Settlement Option, interest will be credited from the Index Term End Date immediately preceding the Annuity Date to the Annuity Date.

Interest under this section will be calculated as  $(A - B) \times [(1 + C)^D - 1]$  where:

- A is the Strategy Value of this Monthly Average Index Strategy as of the previous Term End Date after all transactions are recorded for that date;
- B is the sum of any Withdrawals deducted from this Monthly Average Index Strategy during the current Index Term Period;
- C is the Death Benefit and Settlement Option Interest Rate; and
- D is the amount of time since the previous Index Term End Date.

In the calculation of interest under this section for the initial Index Term Period, the previous Index Term End Date will be the date on which this Monthly Average Index Strategy was originally established.

The Death Benefit and Settlement Option Interest Rate is shown on this Endorsement Data Page. The Death Benefit and Settlement Option Interest Rate is guaranteed for the life of Your Contract.

  
Richard C. Cohan  
Secretary

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<b>MONTHLY CAP INDEX STRATEGY ENDORSEMENT</b>
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<b>ENDORSEMENT DATA PAGE</b>
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<b>ENDORSEMENT DATA ELEMENTS</b>	
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Index Term Period	{1year{s}}
Index	{S&P 500 <sup>®</sup> }
Initial Index Price	{1,170.34}
Initial Monthly Cap Rate	{2.50%}
Minimum Monthly Cap Rate	{1.00%}
Initial Participation Rate	{100}%
Minimum Participation Rate	{50}%
Initial Annual Spread	{2}%
Maximum Annual Spread	{8}%
Death Benefit and Settlement Option Interest Rate	{.50}%
Minimum Guaranteed Strategy Value Interest Rate	{1.00}%
Maximum Allocation Percentage Limit	{100}%

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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## GENERAL ENDORSEMENT PROVISIONS

- **This Endorsement**

This Endorsement establishes a Monthly Cap Index Strategy for Your Contract. This Monthly Cap Index Strategy is based on the Index listed on this Endorsement Data Page. If the Index is discontinued, if We are unable to utilize it or if the calculation of the Index is changed substantially, We will substitute a suitable index for that Index and notify You of the change at Your last known address on file with Us. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which Your Contract is issued.

Terms used in this Endorsement are defined by either this Endorsement or Your base contract form. If both this Endorsement and Your base contract form define the same term, the definition contained in this Endorsement takes precedence.

The effective date of this Endorsement for new Contracts is the Contract Date and for existing Contracts is the date We issue this Endorsement.

On the effective date of this Endorsement, You may allocate a percentage, up to the Maximum Allocation Percentage Limit, of Your Accumulated Value to this Monthly Cap Index Strategy.

We may elect to terminate this Endorsement at any time by sending to You, at Your last known address that We have on file, a written notice stating the effective date on which this Endorsement will terminate. Such notice will be sent to You at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of this Endorsement's termination, You will not be allowed to allocate any funds to this Monthly Cap Index Strategy. All funds in this Monthly Cap Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on the next Index Term End Date. In lieu of having the funds in this Monthly Cap Index Strategy automatically transferred to the Fixed Strategy, You may elect to have the funds transferred to one or more of Your Contract's other available Strategies as provided for in the Transferred Premium section of this Endorsement.

- **Index Term Period**

The Index Term Period for this Monthly Cap Index Strategy is shown on this Endorsement Data Page. The initial Index Term Period is determined from the date on which the Monthly Cap Index Strategy was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new Index Term Period will begin.

- **Index Term End Date**

The Index Term End Date is the date on which Interest Credits are calculated for this Monthly Cap Index Strategy. An Index Term End Date is the last day of an Index Term Period. The Index Term End Date is the same numbered day as the Contract Date.

- **Strategy Value**

The Strategy Value of this Monthly Cap Index Strategy at any time is equal to  $A + B + C + D - E - F$  where:

- A is any Premium allocated to this Monthly Cap Index Strategy;
- B is any applicable Premium Bonus credited to this Monthly Cap Index Strategy;
- C is any amount(s) transferred from Your Contract's other Strategies to this Monthly Cap Index Strategy;
- D is the amount of Interest Credits that are credited to this Monthly Cap Index Strategy;
- E is any amount(s) transferred from this Monthly Cap Index Strategy to Your Contract's other Strategies; and
- F is Withdrawals of any type deducted from this Monthly Cap Index Strategy.

This Monthly Cap Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

- **Minimum Guaranteed Strategy Value**

The Minimum Guaranteed Strategy Value at any time is equal to  $A + B - C - D - E$  where:

- A is 87.5% of the Premium credited to this Monthly Cap Index Strategy on the Contract Date accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- B is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from Your Contract's other Strategies to this Monthly Cap Index Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- C is the Minimum Guaranteed Strategy Value associated with any Net Withdrawals from Your Contract that are deducted from this Monthly Cap Index Strategy accumulated at the Minimum Guaranteed Strategy Value Interest Rate;
- D is the Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this Monthly Cap Index Strategy to any of Your Contract's other Strategies accumulated at the Minimum Guaranteed Strategy Value Interest Rate; and
- E is any excess amount deducted from the Minimum Guaranteed Strategy Value of this Monthly Cap Index Strategy as described below in this section when a Net Withdrawal from Your Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken accumulated at the Minimum Guaranteed Strategy Value Interest Rate.

The Minimum Guaranteed Strategy Value Interest Rate for this Monthly Cap Index Strategy is shown on this Endorsement Data Page.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from this Monthly Cap Index Strategy to one of Your Contract's other Strategies will be equal to  $(A / B) \times C$  where:



- A is the Strategy Value that is being transferred from this Monthly Cap Index Strategy;
- B is the total Strategy Value of this Monthly Cap Index Strategy before the transfer; and
- C is the Minimum Guaranteed Strategy Value of this Monthly Cap Index Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of Your Contract's other Strategies to this Monthly Cap Index Strategy will be equal to  $(A / B) \times C$  where:

- A is the Strategy Value that is being transferred to this Monthly Cap Index Strategy;
- B is the total Strategy Value that is being transferred from all Strategies; and
- C is the total Minimum Guaranteed Strategy Value that is being transferred from all Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal is equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment, and is referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of Your Contract's other Strategies starting with the Strategy that has the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy that has the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

- **Interest Credits on this Monthly Cap Index Strategy**

**Interest Credits, if any, will be calculated and added to this Monthly Cap Index Strategy only on an Index Term End Date.** Interest Credits on each Index Term End Date of this Monthly Cap Index Strategy will be equal to  $A \times [B - (C \times D)] \times E$  where:

- A is the Strategy Value of this Monthly Cap Index Strategy as of the previous day after all transactions are recorded for that date;
- B is the Index Term Change Percentage;
- C is the Spread declared for this Monthly Cap Index Strategy on the previous Index Term End Date;
- D is the number of years in the Index Term Period; and
- E is the Participation Rate declared for this Monthly Cap Index Strategy on the previous Index Term End Date.

The Interest Credits as calculated immediately above will never be less than zero. In the calculation of Interest Credits for the initial Index Term Period of this Monthly Cap Index Strategy, the previous Index Term End Date will be the date on which this Monthly Cap Index Strategy was originally established.

On any date other than an Index Term End Date, if all or any part of the Strategy Value of this Monthly Cap Index Strategy is utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option or distributed in the form of a Withdrawal or surrender, that portion of the Strategy Value will not participate in any Interest Credits for that Index Term Period. The portion of the Strategy Value utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option will, however, be credited with interest based on the provisions of the last section of this Endorsement.

- **Index Term Change Percentage**

The Index Term Change Percentage for each Index Term Period of this Monthly Cap Index Strategy is equal to the sum of the consecutive Monthly Capped Change Percentages during the Index Term Period. The Index Term Change Percentage will never be less than 0.00%.

The Monthly Capped Change Percentage for each month during an Index Term Period of this Monthly Cap Index Strategy is equal to the lesser of (1) or (2) where:

- (1) is equal to  $(A - B) / B$ ;
- (2) is the Monthly Cap Rate declared for this Monthly Cap Index Strategy on the previous Index Term End Date;

and where:

- A is the Index Price on an Index Date during the Index Term Period; and
- B is the Index Price on the Index Date immediately preceding the Index Date referenced in A immediately above.

The Monthly Capped Change Percentage for any month during an Index Term Period of this Monthly Cap Index Strategy can be positive, zero or negative.

Here is a hypothetical example of the Monthly Capped Change Percentage: assume that a Contract was issued on January 25, 2010 and that \$10,000, is allocated to this Monthly Cap Index Strategy with an Index Term Period of 1 year. Also assume that there are no Withdrawals and that no Death Benefit or Death Proceeds becomes payable during the Index Term Period; the Initial Monthly Cap Rate is 2.50%; the Initial Index Price is 1168.41; and that the Index Price on each of the Index Dates during the initial Index Term Period are as shown in the chart below.

Using these hypothetical assumptions, the Interest Term Change Percentage for this Monthly Cap Index Strategy on the first Index Term End Date are calculated as follows:

Index Term Change Percentage: 2.99%  
(i.e. sum of the Monthly Capped Change Percentages for a 1 year Index Term Period)

Standard & Poor's Index Date	Standard & Poor's Index Price	Monthly Change Percentage	Monthly Capped Change Percentage
01.25.2010	1168.41		
02.25.2010	1211.37	3.68%	2.50%
03.25.2010	1171.42	-3.30%	-3.30%
04.25.2010	1162.10	-0.80%	-0.80%
05.25.2010	1190.01	2.40%	2.40%
06.25.2010	1191.57	0.13%	0.13%
07.25.2010	1229.03	3.14%	2.50%
08.25.2010	1212.37	-1.36%	-1.36%
09.25.2010	1215.29	0.24%	0.24%
10.25.2010	1196.54	-1.54%	-1.54%
11.25.2010	1268.25	5.99%	2.50%
12.25.2010	1268.66	0.03%	0.03%
01.25.2011	1264.68	-0.31%	-0.31%
Sum of Monthly Capped Change Percentages			2.99%

### • Index Price

The Index Price for any date is the closing price of the Index on the day before such date. The closing price of the Index is the price reported by a third-party source at a consistent time each day.

Any subsequent change in the reported price will not be reflected in the Index Price used to calculate Interest Credits on this Monthly Cap Index Strategy. If the Index Price is not available for any date, then the Index Price used for that date will be the Index Price on the first preceding day for which the Index Price is available.

The Initial Index Price is shown on this Endorsement Data Page.

### • Index Dates

The Index Dates for this Monthly Cap Index Strategy are determined from the Contract Date for the first Index Term Period. For each Index Term Period thereafter, the Index Dates are determined from the Index Term End Date coinciding with the first date of each Index Term Period. An Index Date is established for each month following the month that contains the Contract Date or Index Term End Date, whichever is applicable. The Index Date will be the same numbered day each month and will be the same numbered day as the Contract Date and Index Term End Date. If the same numbered day does not exist in a month, such as the 31<sup>st</sup>, the Company will use the first preceding day that does exist. Here is a hypothetical example for a 2 year Index Term Period; If the Contract Date or Index Term End Date for a particular Contract is January 10, 2012, the first Index Date for that Index Term Period occurs on February 10, 2012 and the 24<sup>th</sup> Index Date occurs on January 10, 2014.

- **Monthly Cap Rate**

The Monthly Cap Rate is used in the calculation of the Interest Credits for this Monthly Cap Index Strategy. The Initial Monthly Cap Rate is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Monthly Cap Rate will become effective on each Index Term End Date. The new Monthly Cap Rate will be the Monthly Cap Rate declared by Us. The Monthly Cap Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Monthly Cap Rate shown on this Endorsement Data Page.

- **Spread**

The annual Spread is used in the calculation of the Interest Credits for this Monthly Cap Index Strategy. The Initial Annual Spread is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new annual Spread will become effective on each Index Term End Date. The new annual Spread will be the annual Spread declared by Us. The annual Spread is guaranteed for one Index Term Period only and is guaranteed to never be greater than the Maximum Annual Spread shown on this Endorsement Data Page.

- **Participation Rate**

The Participation Rate is used in the calculation of the Interest Credits for this Monthly Cap Index Strategy. The Initial Participation Rate is shown on this Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Participation Rate will become effective on each Index Term End Date. The new Participation Rate will be the Participation Rate declared by Us. The Participation Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Participation Rate shown on this Endorsement Data Page.

- **Transferred Premium**

At the beginning of a new Index Term Period of this Monthly Cap Index Strategy, You may elect to transfer some or all of the value of Your Contract's other Strategies into this Monthly Cap Index Strategy subject to any transfer limitations specified in this or the other Strategies. You may elect, on each Index Term End Date, to transfer some or all of the value of this Monthly Cap Index Strategy to one or more of Your Contract's other Strategies, subject to any transfer limitations specified in the other Strategies.

The amount transferred is referred to as Transferred Premium. To elect such a transfer, You must Notify Us at least four (4) Business Days before the Index Term End Date on which the transfer is to be made. Your Notice must specify the Strategies to which each transfer is to be made. You must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value of this Monthly Cap Index Strategy. The minimum amount that may remain in this Monthly Cap Index Strategy at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in this Monthly Cap Index Strategy, the entire Strategy Value of this Monthly Cap Index Strategy will be transferred. In this event, Your original Notice will be used as the basis for the transfer of the entire Strategy Value.

- **Withdrawals from this Monthly Cap Index Strategy**

Unless You notify and direct Us otherwise, all Withdrawals will be taken first from the Fixed Strategy. To the extent that there are not enough funds in the Fixed Strategy to cover the entire Withdrawal, We will deduct the balance pro rata from the other Strategies in which You have funds.

You must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by You will be before the calculation of any applicable charges and adjustments. The minimum amount that must remain in this Monthly Cap Index Strategy at any time is \$2,000; therefore, if a Withdrawal request is received that will leave less than \$2,000 in this Monthly Cap Index Strategy, the entire Strategy Value of this Monthly Cap Index Strategy must be withdrawn.

- **Interest on Death Benefit, Death Proceeds or Annuity Payments**

The Strategy Value under this Monthly Cap Index Strategy that is utilized in the settlement of the Death Benefit, Death Proceeds or annuity payments under a Settlement Option on any date other than an Index Term End Date, will be credited with interest as follows:

- In the case of Death Benefit or Death Proceeds, interest will be credited from the Index Term End Date immediately preceding the date We receive the proof of death, as required by the Death Benefit section of Your Contract, to the date We receive the proof of death.
- In the case of annuity payments under a Settlement Option, interest will be credited from the Index Term End Date immediately preceding the Annuity Date to the Annuity Date.

Interest under this section will be calculated as  $(A - B) \times [(1 + C)^D - 1]$  where:

- A is the Strategy Value of this Monthly Cap Index Strategy as of the previous Term End Date after all transactions are recorded for that date;
- B is the sum of any Withdrawals deducted from this Monthly Cap Index Strategy during the current Index Term Period;
- C is the Death Benefit and Settlement Option Interest Rate; and
- D is the amount of time since the previous Index Term End Date.

In the calculation of interest under this section for the initial Index Term Period, the previous Index Term End Date will be the date on which this Monthly Cap Index Strategy was originally established.

The Death Benefit and Settlement Option Interest Rate is shown on this Endorsement Data Page. The Death Benefit and Settlement Option Interest Rate is guaranteed for the life of Your Contract.

  
Richard C. Cohan  
Secretary

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**INCOME BENEFIT RIDER****RIDER DATA PAGE**

<b>Contract Number</b>	<b>{Specimen}</b>
<b>Rider Effective Date</b>	<b>{09/01/2012}</b>
<b>Premium</b>	<b>{\$25,000}</b>
<b>Issue Age</b>	<b>{40}</b>
<b>Rider Charge Rate</b>	<b>{5.00%}</b>
<b>Minimum Attained Age for Lifetime Income Benefits</b>	<b>{55}</b>
<b>{Maximum Inflation Adjustment Period</b>	<b>{0 Years}}</b>
<b>{Premium Protection Period</b>	<b>{10 Years}}</b>
<b>Interest Credit Applied Percentage</b>	<b>{0.00%}</b>

**RIDER DATA PAGE CONTINUED****LEVEL ANNUAL MAXIMUM LIFETIME INCOME BENEFIT AS OF THE CONTRACT DATE  
FOR SINGLE LIFE BENEFIT WITHDRAWALS**

This table of benefits reflects each annual Maximum Lifetime Income Benefit as of the Contract Date for each Contract Year duration under the Level Income Option for Single Life Benefit Withdrawals, if Lifetime Income Benefits are started in that year. For Joint Life Benefit Withdrawal values as of the Contract Date under the Level Income Option, please refer to the next table of benefits in this Rider Data Page. { Each annual Maximum Lifetime Income Benefit as of the Contract Date at each Contract Year duration under the Inflation Adjusted Income Option is different as explained in the Lifetime Income Benefits section of this Rider. }

Contract Year	Annuitant Issue Age {40}	{Joint Annuitant Issue Age {60}}
	Level Annual Maximum Lifetime Income Benefit for Single Life Benefit Withdrawals	Level Annual Maximum Lifetime Income Benefit for Single Life Benefit Withdrawals
1	#{ 0}	#{ 0}
2	#{ 0}	#{0}
3	#{ 0}	#{0}
4	#{0}	#{0}
5	#{0}	#{0}
6	#{0}	#{0}
7	#{0}	#{0}
8	#{0}	#{0}
9	#{0}	#{0}
10	#{0}	#{0}
11	#{0}	#{0}
12	#{0}	#{0}
13	#{0}	#{0}
14	#{0}	#{0}
15	#{0}	#{0}
16	#{999.99}	#{999.99}
17	#{999.99}	#{999.99}
18	#{999.99}	#{999.99}
19	#{999.99}	#{999.99}
20	#{999.99}	#{999.99}
21	#{999.99}	#{999.99}
22	#{999.99}	#{999.99}
23	#{999.99}	#{999.99}
24	#{999.99}	#{999.99}
25	#{999.99}	#{999.99}
26	#{999.99}	#{999.99}
27	#{999.99}	#{999.99}
28	#{999.99}	#{999.99}
29	#{999.99}	#{999.99}
30	#{999.99}	#{999.99}
31	#{999.99}	#{999.99}



<b>RIDER DATA PAGE CONTINUED</b>
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**LEVEL ANNUAL MAXIMUM LIFETIME INCOME BENEFIT AS OF THE CONTRACT DATE  
FOR SINGLE LIFE BENEFIT WITHDRAWALS (CONT'D)**

	Annuitant Issue Age {40}	Joint Annuitant Issue Age {60}
	Level Annual Maximum Lifetime Income Benefit for Single Life Benefit Withdrawals	Level Annual Maximum Lifetime Income Benefit for Single Life Benefit Withdrawals
32	\$(999.99)	\$(999.99)
33	\$(999.99)	\$(999.99)
34	\$(999.99)	\$(999.99)
35	\$(999.99)	\$(999.99)
36	\$(999.99)	\$(999.99)
37	\$(999.99)	\$(999.99)
38	\$(999.99)	\$(999.99)
39	\$(999.99)	\$(999.99)
40	\$(999.99)	\$(999.99)
41	\$(999.99)	\$(999.99)
42	\$(999.99)	\$(999.99)
43	\$(999.99)	\$(999.99)
44	\$(999.99)	\$(999.99)
45	\$(999.99)	\$(999.99)
46	\$(999.99)	\$(999.99)
47	\$(999.99)	\$(999.99)
48	\$(999.99)	\$(999.99)
49	\$(999.99)	\$(999.99)
50	\$(999.99)	\$(999.99)
51	\$(999.99)	\$(999.99)
52	\$(999.99)	\$(999.99)
53	\$(999.99)	\$(999.99)
54	\$(999.99)	\$(999.99)
55	\$(999.99)	\$(999.99)

# RIDER DATA PAGE CONTINUED

## LEVEL ANNUAL MAXIMUM LIFETIME INCOME BENEFIT AS OF THE CONTRACT DATE FOR JOINT LIFE BENEFIT WITHDRAWALS

This table of benefits reflects each annual Maximum Lifetime Income Benefit as of the Contract Date for each Contract Year duration under the Level Income Option for Joint Life Benefit Withdrawals, if Lifetime Income Benefits are started in that year. {Each annual Lifetime Income Benefit as of the Contract Date at each Contract Year duration under the Inflation Adjusted Income Option is different as explained in the Lifetime Income Benefits section of this Rider.} Values for Issue Ages and Contract Year durations not shown in the below table are available upon request. Issue Age here means the age of the younger of the two persons on whose lives the Lifetime Income Benefit is based as of his or her last birthday on the Rider Effective Date.

Issue Age	Level Annual Maximum Lifetime Income Benefit for Joint Life Benefit Withdrawals													
	Contract Year													
	1	2	3	4	5	10	15	20	25	30	35	40	45	50
40	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}
41	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	
42	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	
43	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	
44	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	
45	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	
46	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}		
47	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}		
48	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}		
49	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}		
50	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}		
55	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}			
60	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}				
65	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}					
70	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}					
75	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}					
80	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}					
85	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}									
90	{999.99}													

## RIDER DATA PAGE CONTINUED

### GUARANTEED MINIMUM INFLATION ADJUSTMENT PERCENTAGES

Guaranteed Minimum Inflation Adjustment Percentages for Issue Ages or Contract Year durations not shown here are available on request. These are guaranteed minimums only. At Our sole discretion, We will declare current Inflation Adjustment Percentages that will be at least equal to or greater than these guaranteed minimums. Please contact Us for current declared Inflation Adjustment Percentages.

Issue Age	Contract Year													
	1	2	3	4	5	10	15	20	25	30	35	40	45	50
40	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}
41	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	
42	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	
43	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	
44	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	
45	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	
46	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}		
47	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}		
48	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}		
49	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}		
50	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}		
55	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}			
60	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}				
65	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}					
70	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}						
75	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}							
80	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}								
85	{.05}	{.05}	{.05}	{.05}	{.05}									
90	{.05}													

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**RIDER DATA PAGE CONTINUED****Confinement Income Benefit Data**

<b>Confinement Income Trigger Period</b>	<b>{180} of the last {250} days</b>
<b>Confinement Income Benefit Limit Period</b>	<b>{60 months}</b>
<b>Confinement Qualification Waiting Period (following the Rider Effective Date)</b>	<b>{1 year}</b>
<b>Confinement Income Benefit Multiplier</b>	<b>{2}</b>

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- **This Rider**

This Income Benefit Rider ("Rider") is part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Rider and the other provisions of Your Contract, the provisions of this Rider control. The provisions of this Rider will be interpreted so that Your Contract as endorsed by this Rider complies with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code, as applicable.

- **Rider Effective Date**

This Rider is effective as of the Rider Effective Date shown in this Rider Data Page.

- **Owner, Annuitant**

When there is only one Owner, any reference to Owner in this Rider means the sole Owner named in Your Contract. Unless otherwise specified under this Rider, when there are two Owners, any reference to Owner in this Rider means both Owners. When there is only one Annuitant, any reference to Annuitant in this Rider means the sole Annuitant named in Your Contract. Unless otherwise specified under this Rider, when there are Joint Annuitants, any reference to Annuitant in this Rider means both Joint Annuitants.

If the Owner is a natural person, the Owner must be the Annuitant. If there is a joint Owner, the joint Owner must be a natural person and must be the Joint Annuitant. If the Owner is not a natural person, the Owner must hold the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the Annuitant. If there is a Joint Annuitant, the Joint Annuitant must be the Annuitant's spouse, and the Annuitant and Joint Annuitant will be treated as the only Beneficiaries under Your Contract, including this Rider, while they are alive.

- **Rider Benefit**

This Rider, subject to its limitations and conditions, permits You to receive an income guaranteed for Your life, or where the Owner is not a natural person, the life of the Annuitant. The income amount is called Lifetime Income Benefit(s). The maximum Lifetime Income Benefit amount available each Contract Year is called the Maximum Lifetime Income Benefit(s). You may receive an amount up to the Maximum Lifetime Income Benefit each Contract Year, until Your death, even if Your Lifetime Income Benefits reduce Your Contract's Accumulated Value to zero. There is a cost for this Rider as explained in the Rider Charge section below.

- **Rider Charge**

There is a cost for this Rider referred to as the Rider Charge. The Rider Charge has an annual rate referred to as the Rider Charge Rate. The Rider Charge Rate is shown on this Rider Data Page and is guaranteed not to change. Additionally, the Rider Charge will not reduce the Maximum Lifetime Income Benefit.

The Rider Charge will decrease the Accumulated Value, and the Market Value Adjustment Base, and Minimum Guaranteed Contract Value [and the Death Benefit Floor]. The Rider Charge is calculated separately for the applicable Strategy Value(s) at each of the following events:

1. on each Index Term End Date under each Strategy;
2. when You take a Withdrawal of any type;
3. on the Annuity Date;
4. when this Rider is terminated;
5. upon surrender or termination of Your Contract; and
6. on the date of death of an Owner / Annuitant that triggers payment of the Death Benefit.

For event (1) immediately above, the Rider Charge for each Strategy Value at the applicable Index Term End Date is calculated as  $A \times B \times C$  where:

- A is the Strategy Value on the Index Term End Date immediately before any interest is credited;
- B is the number of years in the Index Term Period; and
- C is the Rider Charge Rate.

For event (2) immediately above, the Rider Charge will be deducted from each Strategy from which You withdraw funds. To the extent there are not enough funds in that Strategy(ies) to cover the entire Rider Charge, We will deduct the balance of the Rider Charge pro rata from the other Strategy(ies) in which You have funds. The Rider Charge for event (2) is calculated as  $A \times B \times C$  where:

- A is the gross Withdrawal amount;
- B is the amount of time since the previous Index Term End Date; and
- C is the Rider Charge Rate.

For event (3) immediately above, the Rider Charge for each Strategy Value at the Annuity Date is calculated as  $A \times B \times C$  where:

- A is the Strategy Value at the Annuity Date;
- B is the amount of time since the previous Index Term End Date; and
- C is the Rider Charge Rate.

For events (4) or (5) immediately above, the Rider Charge for each Strategy Value at the surrender or termination date is calculated as  $A \times B \times C$  where:

- A is the Strategy Value at the surrender or termination date;
- B is the amount of time since the previous Index Term End Date; and
- C is the Rider Charge Rate.

For event (6) immediately above, the Rider Charge for each Strategy Value at the date of death is calculated as  $A \times B \times C$  where:

- A is the Strategy Value at the date of death;
- B is the amount of time since the previous Index Term End Date; and
- C is the Rider Charge Rate.

For event (6), the timing of this calculation and deduction will depend on when We receive proof of the applicable death.

- **{Premium Protection}**

On the Contract Anniversary immediately following the Premium Protection Period, a one-time interest credit will be added to the Accumulated Value pro rata across all the Strategies in which You have funds only if both of the two conditions listed below in this section are met. The Premium Protection Period is listed on this Rider Data Page and is guaranteed not to change. The Premium Protection Period begins on the Contract Date and ends on the Contract Anniversary immediately following the Premium Protection Period. The interest credit, if any, will be equal to  $A + B - C$  where:

- A is the Premium;
- B is any applicable Premium Bonus; and
- C is the Accumulated Value on the Contract Anniversary immediately following the Premium Protection Period after all transactions have been recorded for that date.

The two conditions that must be met are:

- no Withdrawals of any type were taken during the Premium Protection Period; and
- the Accumulated Value on the Contract Anniversary at the end of the Premium Protection Period is less than the Premium plus any applicable Premium Bonus.

Any interest credits that may be added as a result of this section will not increase the Maximum Lifetime Income Benefit.}

- **Withdrawals, Excess Withdrawals**

Unless otherwise specified under this Rider, the term Withdrawals includes Lifetime Income Benefits and any other Withdrawals taken under Your Contract.

Each Contract Year during the Income Phase, Your Free Withdrawal amount will be the {greatest}{greater} of: (1) the Free Withdrawal amount defined in Your base contract form plus any Reserve Income Benefit, {or} (2) the Maximum Lifetime Income Benefit plus any Reserve Income Benefit{,}{.} {or (3) if applicable, the Confinement Income Benefit plus any Reserve Income Benefit.}

Each Contract Year during the Income Phase, an Excess Withdrawal is defined as any portion of the total amount of all Withdrawals received during a Contract Year that is in excess of {the greater of: (1) }the Maximum Lifetime Income Benefit plus any Reserve Income Benefit{,}{, or (2) if applicable, the Confinement Income Benefit plus any Reserve Income Benefit.}

- **Required Minimum Distributions**

During the Income Phase, amounts taken under the Required Minimum Distribution Withdrawals section of Your Contract will not be considered Excess Withdrawals. If the sum of the required minimum distribution withdrawals for a Contract Year exceeds Your Maximum Lifetime Income Benefit for that Contract Year, then We will increase Your Maximum Lifetime Income Benefit for that Contract Year to equal the sum of those required minimum distribution withdrawals.



- **Issue Age**

Issue Age means the age of the person on whose life the Lifetime Income Benefits are based as of his or her last birthday on the Rider Effective Date. If there are Joint Life Benefit Withdrawals, Issue Age means the age of the younger of the two persons on whose lives the Lifetime Income Benefits are based as of his or her last birthday on the Rider Effective Date.

- **Rider Phases**

This Rider calculates benefits based on three phases (periods of time covered by this Rider) as follows:

1. The Deferral Phase is the period of time during which Lifetime Income Benefits have not been started. The Deferral Phase begins on the Rider Effective Date and ends on the earlier of: (i) the day immediately before the date of Your first Lifetime Income Benefit payment, or (ii) the date this Rider is terminated as described in the Termination section of this Rider.
2. The Income Phase is the period of time during which Lifetime Income Benefits are being taken. The Income Phase begins on the day of Your first Lifetime Income Benefit payment and ends on the earlier of: (i) the day immediately preceding the date Your Contract's Accumulated Value is equal to zero, or (ii) the date this Rider is terminated as described in the Termination section of this Rider.
3. The Extended Income Guarantee Phase begins on the date that Your Contract's Accumulated Value is reduced to zero for any reason other than an Excess Withdrawal and ends on the date this Rider is terminated as described in the Termination section of this Rider.

- **Lifetime Income Benefits**

In general terms, Your annual Maximum Lifetime Income Benefit will be based, in part, on: (1) Issue Age(s) on the Rider Effective Date, (2) the number of completed Contract Years (the duration) until You elect to start Lifetime Income Benefits, (3) the Income Option You select, (4) whether You select Single Life Benefit Withdrawals or Joint Life Benefit Withdrawals, and (5) the Premium on the Rider Effective Date.

In this Rider Data Page, there are tables of benefits that reflect as of the Contract Date each annual Maximum Lifetime Income Benefit under the Level Income Option at each Contract Year duration for Single Life Benefit Withdrawals or Joint Life Benefit Withdrawals, if You started Lifetime Income Benefits in that year. So, those tables of benefits reflect no Withdrawals of any type or potential increases based on the terms and conditions in the Deferral Phase section of this Rider. The values reflected in those tables of benefits will only change as provided in this Rider. When those values change, We will send You an updated table of benefits reflecting the then current values; however, We will only send an updated table of benefits during the Deferral Phase.

{Each annual Maximum Lifetime Income Benefit as of the Contract Date under the Inflation Adjusted Income Option for each Contract Year duration for either Single Life Benefit Withdrawals or Joint Life Benefit Withdrawals is determined by taking the values in the tables of benefits for the Level Income Option and multiplying those values by the current declared applicable Inflation Adjustment Percentage. The current declared Inflation Adjustment Percentages will be at least equal to or greater than the Guaranteed Minimum Inflation Adjustment Percentages listed in this Rider Data Page. The annual Maximum Lifetime Income Benefits under the Inflation Adjusted Income Option will only change as provided in this Rider.}

It is important to note that while the tables of benefits in this Rider Data Page and any updated table of benefits We later provide reflect accurate annual Maximum Lifetime Income Benefits under the Level Income Option as of the date the tables are prepared, those values may change as provided in this Rider. You are strongly encouraged to contact Us for current values prior to electing to start Lifetime Income Benefits. {It is especially important for You to contact Us for current values under the Inflation Adjusted Income Option as these values are not reflected in the table of benefits in this Rider Data Page and will not be reflected in updated tables provided to You. The values under the Inflation Adjusted Income Option are dependent on and determined by multiplying the annual Maximum Lifetime Income Benefits under the Level Income Option by the current declared applicable Inflation Adjustment Percentages.}

Please also note that if the life on which Lifetime Income Benefits are based changes under the Spousal Continuation provision of this Rider during the Deferral Phase, the Maximum Lifetime Income Benefits will change based on that person's Issue Age.

The Income Option{s} {are}{is} described below. {One Income Option must be elected at the time You first request a Lifetime Income Benefit payment. Once an Income Option is elected, it cannot be changed.}

Single Life Benefit Withdrawals and Joint Life Benefit Withdrawals are described below. You must also choose whether to receive either a Single Life Benefit Withdrawal or a Joint Life Benefit Withdrawal at the time You first request a Lifetime Income Benefit payment. Once that selection is made, it cannot be changed.

Your selection of the Income Option and whether to receive Single Life Benefit Withdrawals or Joint Life Benefit Withdrawals and the Contract Year in which those selections are made will determine Your annual Maximum Lifetime Income Benefit, which will not change except as provided in this Rider.

- **Income Option{s}**

The Income Option{s} available {are}{is}:

Level Income, providing a Maximum Lifetime Income Benefit which is level{.}{,}{or}

{Inflation Adjusted Income, providing a Maximum Lifetime Income Benefit that has the potential to increase based on increases in the Consumer Price Index (CPI-U), as described below in the Inflation Adjusted Income section.}

## • Income Benefit Election

During the Deferral Phase, You may submit a Notice to start receiving Lifetime Income Benefits, as long as the age of the person on whose life the Lifetime Income Benefits are based as of his or her last birthday is greater than or equal to the Minimum Attained Age for Lifetime Income Benefits, and the Maximum Lifetime Income Benefit shown in this Rider Data Page is greater than zero. You must Notify Us at least fifteen (15) days before the date that Lifetime Income Benefits are to begin.

Lifetime Income Benefits may be taken in monthly, quarterly or annual installments. As stated above, when You notify Us that You wish to start receiving Lifetime Income Benefits, You must choose an Income Option and whether payments are to be Single Life Benefit Withdrawals or Joint Life Benefit Withdrawals. These choices may not be changed later.

If You are the sole Owner who is a natural person, Lifetime Income Benefits may be taken as one of the following:

- Single Life Benefit Withdrawals based on Your life; or
- Joint Life Benefit Withdrawals based on the younger of Your life and the life of Your spouse who is the sole Beneficiary on Your Contract.

If there are two Owners who are natural persons, Lifetime Income Benefits may be taken as one of the following:

- Single Life Benefit Withdrawals based on the life of either of the Owners; or
- Joint Life Benefit Withdrawals based on the life of the younger Owner.

If the Owner is not a natural person, Lifetime Income Benefits may be taken as one of the following:

- Single Life Benefit Withdrawals based on the life of the Annuitant or the life of either of the Joint Annuitants, if there are Joint Annuitants; or
- Joint Life Benefit Withdrawals based on the life of the younger Joint Annuitant, if there are Joint Annuitants.
- Joint Life Benefit Withdrawals based on the younger of Your life and the life of Your spouse who is the sole Beneficiary on Your Contract.

During the Income Phase, You may Notify Us to change the frequency or amount of Lifetime Income Benefits up to the Maximum Lifetime Income Benefit, subject to the terms and conditions of the Reserve section of this Rider. Any Lifetime Income Benefits before the effective date of a change will be unaffected by the Notice and will be paid as scheduled. You must Notify Us at least fifteen (15) days before You can make such a change.

- **Deferral Phase**

The following provisions in this section apply only during the Deferral Phase.

If You take a Withdrawal of any type during the Deferral Phase, the Maximum Lifetime Income Benefits will be reduced as explained immediately below.

On any day that a Withdrawal is taken, the Maximum Lifetime Income Benefits immediately following the Withdrawal will be equal to  $A \times [1 - (B / C)]$  where:

- A is the current Maximum Lifetime Income Benefit before the Withdrawal;
- B is the gross Withdrawal amount; and
- C is the Accumulated Value on that day immediately before the Withdrawal.

Based on the formula immediately above, a Withdrawal will reduce the Maximum Lifetime Income Benefits by the same proportion that Your Contract's Accumulated Value is reduced by a Withdrawal. Therefore, if a Withdrawal reduces Your Contract's Accumulated Value to zero, the Maximum Lifetime Income Benefits will also be reduced to zero in which case the Contract, including this Rider, will terminate.

During the Deferral Phase, there is a potential for annual increases to the Maximum Lifetime Income Benefits. On each Contract Anniversary, Maximum Lifetime Income Benefits will be calculated as  $A \times [1 + (B \times C) / D]$ , where:

- A is the Maximum Lifetime Income Benefit immediately before the Contract Anniversary after all transactions have been recorded for that day;
- B is the Interest Credit Applied Percentage;
- C is the sum of all Interest Credits added to the Accumulated Value since the previous Contract Anniversary; and
- D is the Accumulated Value as of the previous day after all transactions are recorded for that day.

The Interest Credit Applied Percentage is set forth in this Rider Data Page and is guaranteed never to change.

- **The Income Phase**

The following provisions in this section apply only during the Income Phase.

- **Reserve**

This Rider has a feature called the Reserve Income Benefit, which may be utilized during the Income Phase. After Lifetime Income Benefits have been started, at the end of each Contract Year, if You have received less than the available annual Maximum Lifetime Income Benefit for that Contract Year, We will increase the Reserve Income Benefit by the difference between that available annual Maximum Lifetime Income Benefit and the amount actually received. So, any Maximum Lifetime Income Benefit not received for a particular Contract Year cannot be carried over to later Contract Years. Instead, it increases the Reserve Income Benefit.

The Reserve Income Benefit is the portion of Your Accumulated Value that could have been received in the form of a Lifetime Income Benefit payment, but wasn't received and remained in Your Accumulated Value. So, the Reserve Income Benefit will not increase the Accumulated Value.

The Reserve Income Benefit cannot be greater than Your Contract's Accumulated Value.

If at any point, the Reserve Income Benefit equals the Accumulated Value, then: (i) You must receive Your entire available Maximum Lifetime Income Benefit for that Contract Year, (ii) Withdrawals of any type will reduce both the Reserve Income Benefit and the Accumulated Value by the same amount on a dollar for dollar basis, and (iii) the Rider Charge will reduce the Reserve Income Benefit.

When the Accumulated Value reaches zero, no more Lifetime Income Benefit payments can be put in the Reserve Income Benefit. Additionally, when the Accumulated Value reaches zero, the Reserve Income Benefit will be zero. In other words, the Reserve Income Benefit cannot exist during the Extended Income Guarantee Period; so no Lifetime Income Benefit payments can be put into or Withdrawals taken out of the Reserve Income Benefit during the Extended Income Guarantee Period.

If the Reserve Income Benefit is less than the Accumulated Value and You take a Withdrawal that exceeds the Lifetime Income Benefit, You must contact Us if you want funds to be taken out of the Reserve Income Benefit and applied towards the portion of the Withdrawal that exceeds the Lifetime Income Benefit. When funds are taken out of the Reserve Income Benefit, the Reserve Income Benefit and the Accumulated Value are reduced by that amount. Funds taken out of the Reserve Income Benefit are not subject to any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment.

#### • **Maximum Lifetime Income Benefit During the Income Phase**

During the Income Phase, there will be no Withdrawal Charge, Premium Bonus Vesting Adjustment or Market Value Adjustment applied to Lifetime Income Benefits taken during any Contract Year in which the total amount of all Withdrawals taken during that Contract Year is less than or equal to the Maximum Lifetime Income Benefit plus any Reserve Income Benefit. However, the sum of any Excess Withdrawals taken during a Contract Year that cause the total of all Withdrawals to exceed Your Contract's Free Withdrawal amount may be subject to any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment.

{During the Income Phase, the Maximum Lifetime Income Benefit will only increase if:

- {it is increased using the Confinement Income Benefit Multiplier as described in the Confinement Income Benefit section of this Rider}{.}; or}
- {the Income Option selected provides for Inflation Adjusted Income as described in the Inflation Adjusted Income section of this Rider.}}

During the Income Phase, the Maximum Lifetime Income Benefit will only decrease if:

- {the Maximum Lifetime Income Benefit qualified for an increase due to the Confinement Income Benefit Multiplier and subsequently ceases to qualify as described in the Confinement Income Benefit section of this Rider; or}
- an Excess Withdrawal is taken.

On any day that an Excess Withdrawal is taken, the Maximum Lifetime Income Benefit immediately following the Excess Withdrawal will be equal to  $A \times [1 - (B / C)]$  where:

- A is the Maximum Lifetime Income Benefit on that day before the Excess Withdrawal;
- B is the amount deducted from Your Contract's Accumulated Value with respect to the Excess Withdrawal; and
- C is Your Contract's Accumulated Value on that day, after any Lifetime Income Benefit and before the Excess Withdrawal.

Based on the formula immediately above, an Excess Withdrawal will reduce the Maximum Lifetime Income Benefit by the same proportion that Your Contract's Accumulated Value is reduced by an Excess Withdrawal. Therefore, if an Excess Withdrawal reduces Your Contract's Accumulated Value to zero, the Maximum Lifetime Income Benefit will also be reduced to zero in which case the Contract, including this Rider, will terminate and Lifetime Income Benefits will cease.

#### • Inflation Adjusted Income

During the Income Phase, the Maximum Lifetime Income Benefit may increase if You select the Inflation Adjusted Income Option.

Under this Income Option, We will calculate a new Maximum Lifetime Income Benefit on each Contract Anniversary occurring no later than {the earlier of the time the Extended Income Guarantee Phase is entered and} the Maximum Inflation Adjustment Period after the time We first pay You a Lifetime Income Benefit. The Maximum Inflation Adjustment Period is shown in this Rider Data Page and is guaranteed not to change. We will do this by multiplying the previous Maximum Lifetime Income Benefit by  $(1.00 \text{ plus the CPI Increase})^T$ , where T is lesser of one year and the time since the end of the Deferral Phase. The time T will be expressed in years and fractional years and rounded to two decimal places.

The CPI Increase for a given date will be computed as the most recently published CPI-U (Consumer Price Index – All Urban Consumers – Not Seasonally Adjusted) value published by the Bureau of Labor Statistics as of {two} months prior to that date, divided by the value published twelve months earlier than that value, minus 1. If the computed CPI Increase is less than zero We will replace it with zero. If the computed CPI Increase is greater than {10%} We will replace it with {10%}. If the CPI-U is no longer available, or if its computation is materially changed, We will substitute a replacement index (subject, if necessary, to the approval of the life insurance department of the state in which the Contract was issued) and notify You.

- **{Confinement Income Benefit**

During the Income Phase, the Maximum Lifetime Income Benefit will be increased in any Contract Year that the Confinement Income Trigger Condition is satisfied for any of the lives on which Lifetime Income Benefits are based and all of the following conditions are met:

- A. the Confinement Income Initial Condition was satisfied on the Rider Effective Date; and
- B. the Confinement Income Trigger Condition is satisfied for any of the lives on which Lifetime Income Benefits are based on the date a Lifetime Income Benefit is to be received; and
- C. for the life specified in (B) immediately above, the Confinement Income Trigger Condition has been satisfied for a period of time at least equal to the Confinement Income Trigger Period shown in this Rider Data Page. Such period of time will be calculated from the date on which each Lifetime Income Benefit is to be received; and
- D. the Confinement Qualification Waiting Period shown in this Rider Data Page has elapsed; and
- E. We receive a Physician's written confirmation that the Confinement Income Trigger Condition has been satisfied for the life specified in (B) immediately above for a period of time at least equal to the Confinement Income Trigger Period and a Notice to receive Lifetime Income Benefits based on the higher Maximum Lifetime Income Benefit described in this provision of this Rider; and
- F. the number of months that Lifetime Income Benefits have been paid under this provision does not exceed the Confinement Income Benefit Limit Period shown in this Rider Data Page. For this calculation, if Lifetime Income Benefits are being paid in other than monthly installments, the installment period will be converted to the equivalent number of months, e.g. an annual installment will count as twelve monthly installments.

Confinement Income Trigger Condition means that any of the lives on which Lifetime Income Benefits are based are confined to a Qualified Care Facility.

Confinement Income Initial Condition means that none of the lives on which Lifetime Income Benefits are based are confined to a Qualified Care Facility.

Physician for purposes of this provision has the same meaning as that set forth in Your Contract's Terminal Illness Waiver of Withdrawal Charges{, Premium Bonus Vesting Adjustments,} and Market Value Adjustments section.

Qualified Care Facility for purposes of this provision has the same meaning as that set forth in Your Contract's Confinement Waiver of Withdrawal Charges{, Premium Bonus Vesting Adjustments,} and Market Value Adjustments section.

During any Contract Year that the above conditions are satisfied, the Maximum Lifetime Income Benefit will be increased to an amount equal to the Maximum Lifetime Income Benefit that would have been in effect in the absence of this provision, multiplied by the Confinement Income Benefit Multiplier. This higher amount is called the Confinement Income Benefit. The Confinement Income Benefit Multiplier is shown in this Rider Data Page and is guaranteed not to change. We may require proof from time to time that the above conditions are still being met. The Maximum Lifetime Income Benefit will cease to be modified by the Confinement Income Benefit Multiplier if the above conditions are no longer being met.

The Confinement Income Benefit stops in the Extended Income Guaranteed Phase under all circumstances.

You cannot increase the Reserve Income Benefit with any portion of the Confinement Income Benefit. }

- **Extended Income Guarantee Phase**

If Your Contract's Accumulated Value is reduced to zero while this Rider is in the Income Phase and not as the result of an Excess Withdrawal, the Income Phase will end and the Extended Income Guarantee Phase will begin.

During the Extended Income Guarantee Phase:

- {The Maximum Lifetime Income Benefit during the Extended Income Guarantee Phase will not be increased in accordance with the Confinement Income Benefit section of this Rider.}
- The Reserve provision terminates.

If Single Life Benefit Withdrawals are being taken during the Extended Income Guarantee Phase, the Owner will receive payments each year, at the payment frequency elected, equal to the Maximum Lifetime Income Benefit. The Rider will terminate upon the date of death of the person on whose life Lifetime Income Benefits are based.

If Joint Life Benefit Withdrawals are being taken during the Extended Income Guarantee Phase and one of the persons dies, the surviving person will continue to receive payments each year, at the payment frequency elected, equal to the Maximum Lifetime Income Benefit. The Rider will terminate upon the date of death of the last surviving person.

- **Death of Owner, Annuitant**

This Rider and all its provisions will terminate upon the date of death of any Owner (or any Annuitant if the Owner is not a natural person), except as provided in the sections of this Rider entitled Extended Income Guarantee Phase and Spousal Continuation of this Rider. The Death Provisions section of Your Contract applies.



- **Spousal Continuation**

If the surviving spouse of the deceased Owner (or the deceased Annuitant if the Owner is not a natural person) is the Beneficiary and elects to continue Your Contract, as provided for in the Death Provisions section of Your Contract, this Rider and all its provisions will also continue provided both of the following conditions are met:

- the surviving spouse's age as of his or her last birthday on the Rider Effective Date is at least equal to the minimum issue age requirement for this Rider; and
- the surviving spouse becomes the sole Annuitant and sole Owner of Your Contract.

If this Rider is in the Deferral Phase at the time of the spousal continuation, this Rider will continue in the Deferral Phase. If the Rider then later enters the Income Phase, the Lifetime Income Benefits will be based on the life of the surviving spouse.

If this Rider had entered the Income Phase at or prior to the time of spousal continuation, the surviving spouse will continue to be able to receive Lifetime Income Benefits if they were based, in part, on the life of the surviving spouse. If Lifetime Income Benefits were based solely on the life of the deceased spouse then this Rider will terminate.

If this Rider is in the Extended Income Guarantee Phase at the time of the Owner's death (or the Annuitant's death if the Owner is not a natural person), spousal continuation will not be allowed and this Rider will terminate unless the Lifetime Income Benefits were based on the life of the surviving spouse, or on the lives of the surviving spouse and the deceased individual. In that case, the surviving spouse will continue to receive Lifetime Income Benefits under this Rider as provided for in the Extended Income Guarantee Phase section of this Rider.

This Spousal Continuation section of this Rider can only apply once. This section cannot apply a second time if the surviving spouse continues Your Contract and this Rider, remarries and then dies.

- **Annuity Payments**

If annuity payments are to begin under the terms of Your Contract and this Rider is in effect, You must elect one of the following annuity payment options:

- the greater of Your Contract's Accumulated Value or Minimum Guaranteed Contract Value applied under any of the options described in the Settlement Options section of Your Contract, thus terminating this Rider; or
- the Maximum Lifetime Income Benefit in the form of annuity payments at the frequency elected until the date of death of the Annuitant or, in the case of Joint Annuitants, until the death of the last surviving Annuitant, thus terminating this Rider.

If this Rider is in the Deferral Phase at the time annuity payments are to begin, the Maximum Lifetime Income Benefit for purposes of the second bullet point above will be calculated as if this Rider entered the Income Phase on the date annuity payments are to begin.

- **Annuity Date**

In the Annuity Date provision of Your Contract, the Annuity Date is amended to equal the latest of: (a) the Annuity Date set by Us under Your Contract, (b) the Annuity Date as modified by any other riders attached to Your Contract, or (c) the first Term End Date on or following the Annuitant's 95th birthday. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Termination**

This Rider and all its provisions will terminate on the earliest of the following dates:

- (A) the date on which all benefits are paid as required by Your Contract, unless this Rider is transferred to a new annuity Contract issued by Us as provided below; or
- (B) the date on which annuity payments begin under a Settlement Option as described in the Annuity Payments section of this Rider; or
- (C) the date on which Your Contract's Accumulated Value is equal to zero, and there are no outstanding Lifetime Income Benefits payable; or
- (D) the date on which We receive Notice from You to terminate this Rider, provided such date is within the first {twelve (12)} Contract month(s) following the Rider Effective Date {or a Term End Date on or after the {fifth} anniversary of the Rider Effective Date}; or
- (E) when the Owner is a natural person, the date on which the Owner and the Annuitant are not the same person; or
- (F) a change in any Owner or assignment of any benefits under the Contract or this Rider in exchange for anything of value.}
- {(G) the date of any assignment of the Contract or any benefits under the Contract or this Rider, unless:
  - 1. the new Owner is required under applicable law to hold the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the original Owner, or if the Owner is not a natural person, the Annuitant; or
  - 2. the assignee is required under applicable law to hold the Contract or any of the proceeds of any benefits under the Contract or this Rider for the benefit of the original Owner, or if the Owner is not a natural person, the Annuitant; or
  - 3. the assignment is temporary and solely for the purpose of effectuating a replacement of the Contract that constitutes an exchange under Section 1035 of the Internal Revenue Code.}}

Once this Rider terminates, it may not be reinstated. We may, at Our sole discretion and before the death of any Owner (or any Annuitant if the Owner is not a natural person), permit the transfer of this Rider to a new annuity Contract issued by Us. The Annuitant(s) under Your Contract must be the same as the Annuitant(s) under the new annuity Contract, the Owner(s) under Your Contract must be the same as the Owner(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon surrender of Your Contract. Once transferred, the new annuity Contract will become Your Contract under the provisions of this Rider. A transfer of this Rider to any successor Contract will not change the Rider Effective Date or any of the values or provisions available under the Rider.

- **Non-Participating**


This Rider is non-participating and does not share in the profits or surplus of the Company.

- **Incontestability**

We will not contest the validity of this Rider.

- **Cash Surrender Value**

This Rider has no Cash Surrender Value, surrender value or loan value.

  
Richard C. Cohan  
Secretary

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**INCOME BENEFIT RIDER****RIDER DATA PAGE**

<b>Contract Number</b>	<b>{Specimen}</b>
<b>Rider Effective Date</b>	<b>{09/01/2012}</b>
<b>Premium</b>	<b>{\$25,000}</b>
<b>Issue Age</b>	<b>{40}</b>
<b>Rider Charge Rate</b>	<b>{5.00%}</b>
<b>Minimum Attained Age for Lifetime Income Benefits</b>	<b>{55}</b>
<b>{Maximum Inflation Adjustment Period</b>	<b>{0 Years}}</b>
<b>{Premium Protection Period</b>	<b>{10 Years}}</b>

## RIDER DATA PAGE CONTINUED

### LEVEL ANNUAL MAXIMUM LIFETIME INCOME BENEFIT AS OF THE CONTRACT DATE FOR SINGLE LIFE BENEFIT WITHDRAWALS

This table of benefits reflects each annual Maximum Lifetime Income Benefit as of the Contract Date for each Contract Year duration under the Level Income Option for Single Life Benefit Withdrawals, if Lifetime Income Benefits are started in that year. For Joint Life Benefit Withdrawal values as of the Contract Date under the Level Income Option, please refer to the next table of benefits in this Rider Data Page. { Each annual Maximum Lifetime Income Benefit as of the Contract Date at each Contract Year duration under the Inflation Adjusted Income Option is different as explained in the Lifetime Income Benefits section of this Rider. }

Contract Year	Annuitant Issue Age {40}	{Joint Annuitant Issue Age {60}}
	Level Annual Maximum Lifetime Income Benefit for Single Life Benefit Withdrawals	Level Annual Maximum Lifetime Income Benefit for Single Life Benefit Withdrawals
1	\$(0)	\$(0)
2	\$(0)	\$(0)
3	\$(0)	\$(0)
4	\$(0)	\$(0)
5	\$(0)	\$(0)
6	\$(0)	\$(0)
7	\$(0)	\$(0)
8	\$(0)	\$(0)
9	\$(0)	\$(0)
10	\$(0)	\$(0)
11	\$(0)	\$(0)
12	\$(0)	\$(0)
13	\$(0)	\$(0)
14	\$(0)	\$(0)
15	\$(0)	\$(0)
16	\$(999.99)	\$(999.99)
17	\$(999.99)	\$(999.99)
18	\$(999.99)	\$(999.99)
19	\$(999.99)	\$(999.99)
20	\$(999.99)	\$(999.99)
21	\$(999.99)	\$(999.99)
22	\$(999.99)	\$(999.99)
23	\$(999.99)	\$(999.99)
24	\$(999.99)	\$(999.99)
25	\$(999.99)	\$(999.99)
26	\$(999.99)	\$(999.99)
27	\$(999.99)	\$(999.99)
28	\$(999.99)	\$(999.99)
29	\$(999.99)	\$(999.99)
30	\$(999.99)	\$(999.99)
31	\$(999.99)	\$(999.99)

<b>RIDER DATA PAGE CONTINUED</b>
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**LEVEL ANNUAL MAXIMUM LIFETIME INCOME BENEFIT AS OF THE CONTRACT DATE  
FOR SINGLE LIFE BENEFIT WITHDRAWALS (CONT'D)**

	Annuitant Issue Age {40}	Joint Annuitant Issue Age {60}
	Level Annual Maximum Lifetime Income Benefit for Single Life Benefit Withdrawals	Level Annual Maximum Lifetime Income Benefit for Single Life Benefit Withdrawals
32	\$(999.99)	\$(999.99)
33	\$(999.99)	\$(999.99)
34	\$(999.99)	\$(999.99)
35	\$(999.99)	\$(999.99)
36	\$(999.99)	\$(999.99)
37	\$(999.99)	\$(999.99)
38	\$(999.99)	\$(999.99)
39	\$(999.99)	\$(999.99)
40	\$(999.99)	\$(999.99)
41	\$(999.99)	\$(999.99)
42	\$(999.99)	\$(999.99)
43	\$(999.99)	\$(999.99)
44	\$(999.99)	\$(999.99)
45	\$(999.99)	\$(999.99)
46	\$(999.99)	\$(999.99)
47	\$(999.99)	\$(999.99)
48	\$(999.99)	\$(999.99)
49	\$(999.99)	\$(999.99)
50	\$(999.99)	\$(999.99)
51	\$(999.99)	\$(999.99)
52	\$(999.99)	\$(999.99)
53	\$(999.99)	\$(999.99)
54	\$(999.99)	\$(999.99)
55	\$(999.99)	\$(999.99)

**RIDER DATA PAGE CONTINUED****LEVEL ANNUAL MAXIMUM LIFETIME INCOME BENEFIT AS OF THE CONTRACT DATE FOR JOINT LIFE BENEFIT WITHDRAWALS**

This table of benefits reflects each annual Maximum Lifetime Income Benefit as of the Contract Date for each Contract Year duration under the Level Income Option for Joint Life Benefit Withdrawals, if Lifetime Income Benefits are started in that year. {Each annual Lifetime Income Benefit as of the Contract Date at each Contract Year duration under the Inflation Adjusted Income Option is different as explained in the Lifetime Income Benefits section of this Rider.} Values for Issue Ages and Contract Year durations not shown in the below table are available upon request. Issue Age here means the age of the younger of the two persons on whose lives the Lifetime Income Benefit is based as of his or her last birthday on the Rider Effective Date.

Issue Age	Level Annual Maximum Lifetime Income Benefit for Joint Life Benefit Withdrawals													
	Contract Year													
	1	2	3	4	5	10	15	20	25	30	35	40	45	50
40	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}
41	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	
42	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	
43	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	
44	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	
45	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	
46	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}		
47	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}		
48	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}		
49	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}		
50	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}		
55	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}			
60	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}				
65	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}					
70	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}					
75	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}					
80	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}					
85	{999.99}	{999.99}	{999.99}	{999.99}	{999.99}									
90	{999.99}													



## RIDER DATA PAGE CONTINUED

### GUARANTEED MINIMUM INFLATION ADJUSTMENT PERCENTAGES

\*Guaranteed Minimum Inflation Adjustment Percentages for Issue Ages or Contract Year durations not shown here are available on request. These are guaranteed minimums only. At Our sole discretion, We will declare current Inflation Adjustment Percentages that will be at least equal to or greater than these guaranteed minimums. Please contact Us for current declared Inflation Adjustment Percentages.

	Contract Year													
	1	2	3	4	5	10	15	20	25	30	35	40	45	50
Issue Age														
40	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}
41	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	
42	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	
43	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	
44	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	
45	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	
46	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}		
47	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}		
48	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}		
49	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}		
50	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}		
55	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}			
60	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}				
65	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}					
70	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}						
75	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}							
80	{.05}	{.05}	{.05}	{.05}	{.05}	{.05}								
85	{.05}	{.05}	{.05}	{.05}	{.05}									
90	{.05}													

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**RIDER DATA PAGE CONTINUED****{Confinement Income Benefit Data}**

<b>Confinement Income Trigger Period</b>	<b>{180} of the last {250} days</b>
<b>Confinement Income Benefit Limit Period</b>	<b>{60 months}</b>
<b>Confinement Qualification Waiting Period (following the Rider Effective Date)</b>	<b>{1 year}</b>
<b>Confinement Income Benefit Multiplier</b>	<b>{2}</b>

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- **This Rider**

This Income Benefit Rider ("Rider") is part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Rider and the other provisions of Your Contract, the provisions of this Rider control. The provisions of this Rider will be interpreted so that Your Contract as endorsed by this Rider complies with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code, as applicable.

- **Rider Effective Date**

This Rider is effective as of the Rider Effective Date shown in this Rider Data Page.

- **Owner, Annuitant**

When there is only one Owner, any reference to Owner in this Rider means the sole Owner named in Your Contract. Unless otherwise specified under this Rider, when there are two Owners, any reference to Owner in this Rider means both Owners. When there is only one Annuitant, any reference to Annuitant in this Rider means the sole Annuitant named in Your Contract. Unless otherwise specified under this Rider, when there are Joint Annuitants, any reference to Annuitant in this Rider means both Joint Annuitants.

If the Owner is a natural person, the Owner must be the Annuitant. If there is a joint Owner, the joint Owner must be a natural person and must be the Joint Annuitant. If the Owner is not a natural person, the Owner must hold the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the Annuitant. If there is a Joint Annuitant, the Joint Annuitant must be the Annuitant's spouse, and the Annuitant and Joint Annuitant will be treated as the only Beneficiaries under Your Contract, including this Rider, while they are alive.

- **Rider Benefit**

This Rider, subject to its limitations and conditions, permits You to receive an income guaranteed for Your life, or where the Owner is not a natural person, the life of the Annuitant. The income amount is called Lifetime Income Benefit(s). The maximum Lifetime Income Benefit amount available each Contract Year is called the Maximum Lifetime Income Benefit(s). You may receive an amount up to the Maximum Lifetime Income Benefit each Contract Year, until Your death, even if Your Lifetime Income Benefits reduce Your Contract's Accumulated Value to zero. There is a cost for this Rider as explained in the Rider Charge section below.

- **Rider Charge**

There is a cost for this Rider referred to as the Rider Charge. The Rider Charge has an annual rate referred to as the Rider Charge Rate. The Rider Charge Rate is shown on this Rider Data Page and is guaranteed not to change. Additionally, the Rider Charge will not reduce the Maximum Lifetime Income Benefit.

The Rider Charge will decrease the Accumulated Value, and the Market Value Adjustment Base, and Minimum Guaranteed Contract Value [and the Death Benefit Floor]. The Rider Charge is calculated separately for the applicable Strategy Value(s) at each of the following events:

1. on each Index Term End Date under each Strategy;
2. when You take a Withdrawal of any type;
3. on the Annuity Date;
4. when this Rider is terminated;
5. upon surrender or termination of Your Contract; and
6. on the date of death of an Owner / Annuitant that triggers payment of the Death Benefit.

For event (1) immediately above, the Rider Charge for each Strategy Value at the applicable Index Term End Date is calculated as  $A \times B \times C$  where:

- A is the Strategy Value on the Index Term End Date immediately before any interest is credited;
- B is the number of years in the Index Term Period; and
- C is the Rider Charge Rate.

For event (2) immediately above, the Rider Charge will be deducted from each Strategy from which You withdraw funds. To the extent there are not enough funds in that Strategy(ies) to cover the entire Rider Charge, We will deduct the balance of the Rider Charge pro rata from the other Strategy(ies) in which You have funds. The Rider Charge for event (2) is calculated as  $A \times B \times C$  where:

- A is the gross Withdrawal amount;
- B is the amount of time since the previous Index Term End Date; and
- C is the Rider Charge Rate.

For event (3) immediately above, the Rider Charge for each Strategy Value at the Annuity Date is calculated as  $A \times B \times C$  where:

- A is the Strategy Value at the Annuity Date;
- B is the amount of time since the previous Index Term End Date; and
- C is the Rider Charge Rate.

For events (4) or (5) immediately above, the Rider Charge for each Strategy Value at the surrender or termination date is calculated as  $A \times B \times C$  where:

- A is the Strategy Value at the surrender or termination date;
- B is the amount of time since the previous Index Term End Date; and
- C is the Rider Charge Rate.

For event (6) immediately above, the Rider Charge for each Strategy Value at the date of death is calculated as  $A \times B \times C$  where:

- A is the Strategy Value at the date of death;
- B is the amount of time since the previous Index Term End Date; and
- C is the Rider Charge Rate.

For event (6), the timing of this calculation and deduction will depend on when We receive proof of the applicable death.

- **{Premium Protection}**

On the Contract Anniversary immediately following the Premium Protection Period, a one-time interest credit will be added to the Accumulated Value pro rata across all the Strategies in which You have funds only if both of the two conditions listed below in this section are met. The Premium Protection Period is listed on this Rider Data Page and is guaranteed not to change. The Premium Protection Period begins on the Contract Date and ends on the Contract Anniversary immediately following the Premium Protection Period. The interest credit, if any, will be equal to  $A + B - C$  where:

- A is the Premium;
- B is any applicable Premium Bonus; and
- C is the Accumulated Value on the Contract Anniversary immediately following the Premium Protection Period after all transactions have been recorded for that date.

The two conditions that must be met are:

- no Withdrawals of any type were taken during the Premium Protection Period; and
- the Accumulated Value on the Contract Anniversary at the end of the Premium Protection Period is less than the Premium plus any applicable Premium Bonus.

Any interest credits that may be added as a result of this section will not increase the Maximum Lifetime Income Benefit.}

- **Withdrawals, Excess Withdrawals**

Unless otherwise specified under this Rider, the term Withdrawals includes Lifetime Income Benefits and any other Withdrawals taken under Your Contract.

Each Contract Year during the Income Phase, Your Free Withdrawal amount will be the {greatest}{greater} of: (1) the Free Withdrawal amount defined in Your base contract form plus any Reserve Income Benefit, {or} (2) the Maximum Lifetime Income Benefit plus any Reserve Income Benefit{,}{.} {or (3) if applicable, the Confinement Income Benefit plus any Reserve Income Benefit.}

Each Contract Year during the Income Phase, an Excess Withdrawal is defined as any portion of the total amount of all Withdrawals received during a Contract Year that is in excess of {the greater of: (1) }the Maximum Lifetime Income Benefit plus any Reserve Income Benefit{,}{.} {or (2) if applicable, the Confinement Income Benefit plus any Reserve Income Benefit.}

- **Required Minimum Distributions**

During the Income Phase, amounts taken under the Required Minimum Distribution Withdrawals section of Your Contract will not be considered Excess Withdrawals. If the sum of the required minimum distribution withdrawals for a Contract Year exceeds Your Maximum Lifetime Income Benefit for that Contract Year, then We will increase Your Maximum Lifetime Income Benefit for that Contract Year to equal the sum of those required minimum distribution withdrawals.

- **Issue Age**

Issue Age means the age of the person on whose life the Lifetime Income Benefits are based as of his or her last birthday on the Rider Effective Date. If there are Joint Life Benefit Withdrawals, Issue Age means the age of the younger of the two persons on whose lives the Lifetime Income Benefits are based as of his or her last birthday on the Rider Effective Date.

- **Rider Phases**

This Rider calculates benefits based on three phases (periods of time covered by this Rider) as follows:

1. The Deferral Phase is the period of time during which Lifetime Income Benefits have not been started. The Deferral Phase begins on the Rider Effective Date and ends on the earlier of: (i) the day immediately before the date of Your first Lifetime Income Benefit payment, or (ii) the date this Rider is terminated as described in the Termination section of this Rider.
2. The Income Phase is the period of time during which Lifetime Income Benefits are being taken. The Income Phase begins on the day of Your first Lifetime Income Benefit payment and ends on the earlier of: (i) the day immediately preceding the date Your Contract's Accumulated Value is equal to zero, or (ii) the date this Rider is terminated as described in the Termination section of this Rider.
3. The Extended Income Guarantee Phase begins on the date that Your Contract's Accumulated Value is reduced to zero for any reason other than an Excess Withdrawal and ends on the date this Rider is terminated as described in the Termination section of this Rider.

- **Lifetime Income Benefits**

In general terms, Your annual Maximum Lifetime Income Benefit will be based, in part, on: (1) Issue Age(s) on the Rider Effective Date, (2) the number of completed Contract Years (the duration) until You elect to start Lifetime Income Benefits, (3) the Income Option You select, (4) whether You select Single Life Benefit Withdrawals or Joint Life Benefit Withdrawals, and (5) the Premium on the Rider Effective Date.

In this Rider Data Page, there are tables of benefits that reflect as of the Contract Date each annual Maximum Lifetime Income Benefit under the Level Income Option at each Contract Year duration for Single Life Benefit Withdrawals or Joint Life Benefit Withdrawals, if You started Lifetime Income Benefits in that year. So, those tables of benefits reflect no Withdrawals of any type. The values reflected in those tables of benefits will only change as provided in this Rider. When those values change, We will send You an updated table of benefits reflecting the then current values; however, We will only send an updated table of benefits during the Deferral Phase.

{Each annual Maximum Lifetime Income Benefit as of the Contract Date under the Inflation Adjusted Income Option for each Contract Year duration for either Single Life Benefit Withdrawals or Joint Life Benefit Withdrawals is determined by taking the values in the tables of benefits for the Level Income Option and multiplying those values by the current declared applicable Inflation Adjustment Percentage. The current declared Inflation Adjustment Percentages will be at least equal to or greater than the Guaranteed Minimum Inflation Adjustment Percentages listed in this Rider Data Page. The annual Maximum Lifetime Income Benefits under the Inflation Adjusted Income Option will only change as provided in this Rider.}

It is important to note that while the tables of benefits in this Rider Data Page and any updated table of benefits We later provide reflect accurate annual Maximum Lifetime Income Benefits under the Level Income Option as of the date the tables are prepared, those values may change as provided in this Rider. You are strongly encouraged to contact Us for current values prior to electing to start Lifetime Income Benefits. {It is especially important for You to contact Us for current values under the Inflation Adjusted Income Option as these values are not reflected in the table of benefits in this Rider Data Page and will not be reflected in updated tables provided to You. The values under the Inflation Adjusted Income Option are dependent on and determined by multiplying the annual Maximum Lifetime Income Benefits under the Level Income Option by the current declared applicable Inflation Adjustment Percentages.}

Please also note that if the life on which Lifetime Income Benefits are based changes under the Spousal Continuation provision of this Rider during the Deferral Phase, the Maximum Lifetime Income Benefits will change based on that person's Issue Age.

The Income Option{s} {are}{is} described below. {One Income Option must be elected at the time You first request a Lifetime Income Benefit payment. Once an Income Option is elected, it cannot be changed.}

Single Life Benefit Withdrawals and Joint Life Benefit Withdrawals are described below. You must also choose whether to receive either a Single Life Benefit Withdrawal or a Joint Life Benefit Withdrawal at the time You first request a Lifetime Income Benefit payment. Once that selection is made, it cannot be changed.

Your selection of the Income Option and whether to receive Single Life Benefit Withdrawals or Joint Life Benefit Withdrawals and the Contract Year in which those selections are made will determine Your annual Maximum Lifetime Income Benefit, which will not change except as provided in this Rider.

- **Income Option{s}**

The Income Option{s} available {are}{is}:

Level Income, providing a Maximum Lifetime Income Benefit which is level{.}{,}{or}

{Inflation Adjusted Income, providing a Maximum Lifetime Income Benefit that has the potential to increase based on increases in the Consumer Price Index (CPI-U), as described below in the Inflation Adjusted Income section.}



## • Income Benefit Election

During the Deferral Phase, You may submit a Notice to start receiving Lifetime Income Benefits, as long as the age of the person on whose life the Lifetime Income Benefits are based as of his or her last birthday is greater than or equal to the Minimum Attained Age for Lifetime Income Benefits, and the Maximum Lifetime Income Benefit shown in this Rider Data Page is greater than zero. You must Notify Us at least fifteen (15) days before the date that Lifetime Income Benefits are to begin.

Lifetime Income Benefits may be taken in monthly, quarterly or annual installments. As stated above, when You notify Us that You wish to start receiving Lifetime Income Benefits, You must choose an Income Option and whether payments are to be Single Life Benefit Withdrawals or Joint Life Benefit Withdrawals. These choices may not be changed later.

If You are the sole Owner who is a natural person, Lifetime Income Benefits may be taken as one of the following:

- Single Life Benefit Withdrawals based on Your life; or
- Joint Life Benefit Withdrawals based on the younger of Your life and the life of Your spouse who is the sole Beneficiary on Your Contract.

If there are two Owners who are natural persons, Lifetime Income Benefits may be taken as one of the following:

- Single Life Benefit Withdrawals based on the life of either of the Owners; or
- Joint Life Benefit Withdrawals based on the life of the younger Owner.

If the Owner is not a natural person, Lifetime Income Benefits may be taken as one of the following:

- Single Life Benefit Withdrawals based on the life of the Annuitant or the life of either of the Joint Annuitants, if there are Joint Annuitants; or
- Joint Life Benefit Withdrawals based on the life of the younger Joint Annuitant, if there are Joint Annuitants.
- Joint Life Benefit Withdrawals based on the younger of Your life and the life of Your spouse who is the sole Beneficiary on Your Contract.

During the Income Phase, You may Notify Us to change the frequency or amount of Lifetime Income Benefits up to the Maximum Lifetime Income Benefit, subject to the terms and conditions of the Reserve section of this Rider. Any Lifetime Income Benefits before the effective date of a change will be unaffected by the Notice and will be paid as scheduled. You must Notify Us at least fifteen (15) days before You can make such a change.

- **Deferral Phase**

The following provisions in this section apply only during the Deferral Phase.

If You take a Withdrawal of any type during the Deferral Phase, the Maximum Lifetime Income Benefits will be reduced as explained immediately below.

On any day that a Withdrawal is taken, the Maximum Lifetime Income Benefits immediately following the Withdrawal will be equal to  $A \times [1 - (B / C)]$  where:

- A is the current Maximum Lifetime Income Benefit before the Withdrawal;
- B is the gross Withdrawal amount; and
- C is the Accumulated Value on that day immediately before the Withdrawal.

Based on the formula immediately above, a Withdrawal will reduce the Maximum Lifetime Income Benefits by the same proportion that Your Contract's Accumulated Value is reduced by a Withdrawal. Therefore, if a Withdrawal reduces Your Contract's Accumulated Value to zero, the Maximum Lifetime Income Benefits will also be reduced to zero in which case the Contract, including this Rider, will terminate.

- **The Income Phase**

The following provisions in this section apply only during the Income Phase.

- **Reserve**

This Rider has a feature called the Reserve Income Benefit, which may be utilized during the Income Phase. After Lifetime Income Benefits have been started, at the end of each Contract Year, if You have received less than the available annual Maximum Lifetime Income Benefit for that Contract Year, We will increase the Reserve Income Benefit by the difference between that available annual Maximum Lifetime Income Benefit and the amount actually received. So, any Maximum Lifetime Income Benefit not received for a particular Contract Year cannot be carried over to later Contract Years. Instead, it increases the Reserve Income Benefit.

The Reserve Income Benefit is the portion of Your Accumulated Value that could have been received in the form of a Lifetime Income Benefit payment, but wasn't received and remained in Your Accumulated Value. So, the Reserve Income Benefit will not increase the Accumulated Value.

The Reserve Income Benefit cannot be greater than Your Contract's Accumulated Value.

If at any point, the Reserve Income Benefit equals the Accumulated Value, then: (i) You must receive Your entire available Maximum Lifetime Income Benefit for that Contract Year, (ii) Withdrawals of any type will reduce both the Reserve Income Benefit and the Accumulated Value by the same amount on a dollar for dollar basis, and (iii) the Rider Charge will reduce the Reserve Income Benefit.

When the Accumulated Value reaches zero, no more Lifetime Income Benefit payments can be put in the Reserve Income Benefit. Additionally, when the Accumulated Value reaches zero, the Reserve Income Benefit will be zero. In other words, the Reserve Income Benefit cannot exist during the Extended Income Guarantee Period; so no Lifetime Income Benefit payments can be put into or Withdrawals taken out of the Reserve Income Benefit during the Extended Income Guarantee Period.

If the Reserve Income Benefit is less than the Accumulated Value and You take a Withdrawal that exceeds the Lifetime Income Benefit, You must contact Us if you want funds to be taken out of the Reserve Income Benefit and applied towards the portion of the Withdrawal that exceeds the Lifetime Income Benefit. When funds are taken out of the Reserve Income Benefit, the Reserve Income Benefit and the Accumulated Value are reduced by that amount. Funds taken out of the Reserve Income Benefit are not subject to any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment.

• **Maximum Lifetime Income Benefit During the Income Phase**

During the Income Phase, there will be no Withdrawal Charge, Premium Bonus Vesting Adjustment or Market Value Adjustment applied to Lifetime Income Benefits taken during any Contract Year in which the total amount of all Withdrawals taken during that Contract Year is less than or equal to the Maximum Lifetime Income Benefit plus any Reserve Income Benefit. However, the sum of any Excess Withdrawals taken during a Contract Year that cause the total of all Withdrawals to exceed Your Contract's Free Withdrawal amount may be subject to any applicable Withdrawal Charge, Premium Bonus Vesting Adjustment and Market Value Adjustment.

{During the Income Phase, the Maximum Lifetime Income Benefit will only increase if:

- {it is increased using the Confinement Income Benefit Multiplier as described in the Confinement Income Benefit section of this Rider}{.}; or}
- {the Income Option selected provides for Inflation Adjusted Income as described in the Inflation Adjusted Income section of this Rider.}}

During the Income Phase, the Maximum Lifetime Income Benefit will only decrease if:

- {the Maximum Lifetime Income Benefit qualified for an increase due to the Confinement Income Benefit Multiplier and subsequently ceases to qualify as described in the Confinement Income Benefit section of this Rider; or}
- an Excess Withdrawal is taken.

On any day that an Excess Withdrawal is taken, the Maximum Lifetime Income Benefit immediately following the Excess Withdrawal will be equal to  $A \times [1 - (B / C)]$  where:

- A is the Maximum Lifetime Income Benefit on that day before the Excess Withdrawal;
- B is the amount deducted from Your Contract's Accumulated Value with respect to the Excess Withdrawal; and
- C is Your Contract's Accumulated Value on that day, after any Lifetime Income Benefit and before the Excess Withdrawal.

Based on the formula immediately above, an Excess Withdrawal will reduce the Maximum Lifetime Income Benefit by the same proportion that Your Contract's Accumulated Value is reduced by an Excess Withdrawal. Therefore, if an Excess Withdrawal reduces Your Contract's Accumulated Value to zero, the Maximum Lifetime Income Benefit will also be reduced to zero in which case the Contract, including this Rider, will terminate and Lifetime Income Benefits will cease.

#### • Inflation Adjusted Income

During the Income Phase, the Maximum Lifetime Income Benefit may increase if You select the Inflation Adjusted Income Option.

Under this Income Option, We will calculate a new Maximum Lifetime Income Benefit on each Contract Anniversary occurring no later than {the earlier of the time the Extended Income Guarantee Phase is entered and} the Maximum Inflation Adjustment Period after the time We first pay You a Lifetime Income Benefit. The Maximum Inflation Adjustment Period is shown in this Rider Data Page and is guaranteed not to change. We will do this by multiplying the previous Maximum Lifetime Income Benefit by  $(1.00 \text{ plus the CPI Increase})^T$ , where T is lesser of one year and the time since the end of the Deferral Phase. The time T will be expressed in years and fractional years and rounded to two decimal places.

The CPI Increase for a given date will be computed as the most recently published CPI-U (Consumer Price Index – All Urban Consumers – Not Seasonally Adjusted) value published by the Bureau of Labor Statistics as of {two} months prior to that date, divided by the value published twelve months earlier than that value, minus 1. If the computed CPI Increase is less than zero We will replace it with zero. If the computed CPI Increase is greater than {10%} We will replace it with {10%}. If the CPI-U is no longer available, or if its computation is materially changed, We will substitute a replacement index (subject, if necessary, to the approval of the life insurance department of the state in which the Contract was issued) and notify You.

#### • {Confinement Income Benefit

During the Income Phase, the Maximum Lifetime Income Benefit will be increased in any Contract Year that the Confinement Income Trigger Condition is satisfied for any of the lives on which Lifetime Income Benefits are based and all of the following conditions are met:

- A. the Confinement Income Initial Condition was satisfied on the Rider Effective Date; and
- B. the Confinement Income Trigger Condition is satisfied for any of the lives on which Lifetime Income Benefits are based on the date a Lifetime Income Benefit is to be received; and
- C. for the life specified in (B) immediately above, the Confinement Income Trigger Condition has been satisfied for a period of time at least equal to the Confinement Income Trigger Period shown in this Rider Data Page. Such period of time will be calculated from the date on which each Lifetime Income Benefit is to be received; and

- D. the Confinement Qualification Waiting Period shown in this Rider Data Page has elapsed; and
- E. We receive a Physician's written confirmation that the Confinement Income Trigger Condition has been satisfied for the life specified in (B) immediately above for a period of time at least equal to the Confinement Income Trigger Period and a Notice to receive Lifetime Income Benefits based on the higher Maximum Lifetime Income Benefit described in this provision of this Rider; and
- F. the number of months that Lifetime Income Benefits have been paid under this provision does not exceed the Confinement Income Benefit Limit Period shown in this Rider Data Page. For this calculation, if Lifetime Income Benefits are being paid in other than monthly installments, the installment period will be converted to the equivalent number of months, e.g. an annual installment will count as twelve monthly installments.

Confinement Income Trigger Condition means that any of the lives on which Lifetime Income Benefits are based are confined to a Qualified Care Facility.

Confinement Income Initial Condition means that none of the lives on which Lifetime Income Benefits are based are confined to a Qualified Care Facility.

Physician for purposes of this provision has the same meaning as that set forth in Your Contract's Terminal Illness Waiver of Withdrawal Charges{, Premium Bonus Vesting Adjustments,} and Market Value Adjustments section.

Qualified Care Facility for purposes of this provision has the same meaning as that set forth in Your Contract's Confinement Waiver of Withdrawal Charges{, Premium Bonus Vesting Adjustments,} and Market Value Adjustments section.

During any Contract Year that the above conditions are satisfied, the Maximum Lifetime Income Benefit will be increased to an amount equal to the Maximum Lifetime Income Benefit that would have been in effect in the absence of this provision, multiplied by the Confinement Income Benefit Multiplier. This higher amount is called the Confinement Income Benefit. The Confinement Income Benefit Multiplier is shown in this Rider Data Page and is guaranteed not to change. We may require proof from time to time that the above conditions are still being met. The Maximum Lifetime Income Benefit will cease to be modified by the Confinement Income Benefit Multiplier if the above conditions are no longer being met.

The Confinement Income Benefit stops in the Extended Income Guaranteed Phase under all circumstances.

You cannot increase the Reserve Income Benefit with any portion of the Confinement Income Benefit. }

- **Extended Income Guarantee Phase**

If Your Contract's Accumulated Value is reduced to zero while this Rider is in the Income Phase and not as the result of an Excess Withdrawal, the Income Phase will end and the Extended Income Guarantee Phase will begin.

During the Extended Income Guarantee Phase:

- {The Maximum Lifetime Income Benefit during the Extended Income Guarantee Phase will not be increased in accordance with the Confinement Income Benefit section of this Rider.}
- The Reserve provision terminates.

If Single Life Benefit Withdrawals are being taken during the Extended Income Guarantee Phase, the Owner will receive payments each year, at the payment frequency elected, equal to the Maximum Lifetime Income Benefit. The Rider will terminate upon the date of death of the person on whose life Lifetime Income Benefits are based.

If Joint Life Benefit Withdrawals are being taken during the Extended Income Guarantee Phase and one of the persons dies, the surviving person will continue to receive payments each year, at the payment frequency elected, equal to the Maximum Lifetime Income Benefit. The Rider will terminate upon the date of death of the last surviving person.

- **Death of Owner, Annuitant**

This Rider and all its provisions will terminate upon the date of death of any Owner (or any Annuitant if the Owner is not a natural person), except as provided in the sections of this Rider entitled Extended Income Guarantee Phase and Spousal Continuation of this Rider. The Death Provisions section of Your Contract applies.

- **Spousal Continuation**

If the surviving spouse of the deceased Owner (or the deceased Annuitant if the Owner is not a natural person) is the Beneficiary and elects to continue Your Contract, as provided for in the Death Provisions section of Your Contract, this Rider and all its provisions will also continue provided both of the following conditions are met:

- the surviving spouse's age as of his or her last birthday on the Rider Effective Date is at least equal to the minimum issue age requirement for this Rider; and
- the surviving spouse becomes the sole Annuitant and sole Owner of Your Contract.

If this Rider is in the Deferral Phase at the time of the spousal continuation, this Rider will continue in the Deferral Phase. If the Rider then later enters the Income Phase, the Lifetime Income Benefits will be based on the life of the surviving spouse.

If this Rider had entered the Income Phase at or prior to the time of spousal continuation, the surviving spouse will continue to be able to receive Lifetime Income Benefits if they were based, in part, on the life of the surviving spouse. If Lifetime Income Benefits were based solely on the life of the deceased spouse then this Rider will terminate.

If this Rider is in the Extended Income Guarantee Phase at the time of the Owner's death (or the Annuitant's death if the Owner is not a natural person), spousal continuation will not be allowed and this Rider will terminate unless the Lifetime Income Benefits were based on the life of the surviving spouse, or on the lives of the surviving spouse and the deceased individual. In that case, the surviving spouse will continue to receive Lifetime Income Benefits under this Rider as provided for in the Extended Income Guarantee Phase section of this Rider.

This Spousal Continuation section of this Rider can only apply once. This section cannot apply a second time if the surviving spouse continues Your Contract and this Rider, remarries and then dies.

- **Annuity Payments**

If annuity payments are to begin under the terms of Your Contract and this Rider is in effect, You must elect one of the following annuity payment options:

- the greater of Your Contract's Accumulated Value or Minimum Guaranteed Contract Value applied under any of the options described in the Settlement Options section of Your Contract, thus terminating this Rider; or
- the Maximum Lifetime Income Benefit in the form of annuity payments at the frequency elected until the date of death of the Annuitant or, in the case of Joint Annuitants, until the death of the last surviving Annuitant, thus terminating this Rider.

If this Rider is in the Deferral Phase at the time annuity payments are to begin, the Maximum Lifetime Income Benefit for purposes of the second bullet point above will be calculated as if this Rider entered the Income Phase on the date annuity payments are to begin.

- **Annuity Date**

In the Annuity Date provision of Your Contract, the Annuity Date is amended to equal the latest of: (a) the Annuity Date set by Us under Your Contract, (b) the Annuity Date as modified by any other riders attached to Your Contract, or (c) the first Term End Date on or following the Annuitant's 95th birthday. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Termination**

This Rider and all its provisions will terminate on the earliest of the following dates:

- (A) the date on which all benefits are paid as required by Your Contract, unless this Rider is transferred to a new annuity Contract issued by Us as provided below; or
- (B) the date on which annuity payments begin under a Settlement Option as described in the Annuity Payments section of this Rider; or

- (C) the date on which Your Contract's Accumulated Value is equal to zero, and there are no outstanding Lifetime Income Benefits payable; or
- (D) the date on which We receive Notice from You to terminate this Rider, provided such date is within the first {twelve (12)} Contract month(s) following the Rider Effective Date {or a Term End Date on or after the {fifth} anniversary of the Rider Effective Date}; or
- (E) when the Owner is a natural person, the date on which the Owner and the Annuitant are not the same person; or
- (F) a change in any Owner or assignment of any benefits under the Contract or this Rider in exchange for anything of value.}
- {(G) the date of any assignment of the Contract or any benefits under the Contract or this Rider, unless:
  - 1. the new Owner is required under applicable law to hold the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the original Owner, or if the Owner is a not a natural person, the Annuitant; or
  - 2. the assignee is required under applicable law to hold the Contract or any of the proceeds of any benefits under the Contract or this Rider for the benefit of the original Owner, or if the Owner is not a natural person, the Annuitant; or
  - 3. the assignment is temporary and solely for the purpose of effectuating a replacement of the Contract that constitutes an exchange under Section 1035 of the Internal Revenue Code.}}

Once this Rider terminates, it may not be reinstated. We may, at Our sole discretion and before the death of any Owner (or any Annuitant if the Owner is not a natural person), permit the transfer of this Rider to a new annuity Contract issued by Us. The Annuitant(s) under Your Contract must be the same as the Annuitant(s) under the new annuity Contract, the Owner(s) under Your Contract must be the same as the Owner(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon surrender of Your Contract. Once transferred, the new annuity Contract will become Your Contract under the provisions of this Rider. A transfer of this Rider to any successor Contract will not change the Rider Effective Date or any of the values or provisions available under the Rider.

- **Non-Participating**


This Rider is non-participating and does not share in the profits or surplus of the Company.

- **Incontestability**

We will not contest the validity of this Rider.

- **Cash Surrender Value**

This Rider has no Cash Surrender Value, surrender value or loan value.

  
Richard C. Cohan  
Secretary



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<b>MARKET VALUE ADJUSTMENT ENDORSEMENT</b>
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<b>Maximum Negative Market Value Adjustment Percentage:</b>	<b>{75%}</b>
<b>Market Value Adjustment Index</b>	<b>{10 Year Point on the A Rated US Bloomberg Fair Value Curve}</b>

This Market Value Adjustment Endorsement is part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Endorsement and the other provisions of Your Contract, the provisions of this Endorsement will control. The effective date of this Endorsement is the Contract Date. This Endorsement will terminate upon expiration of Your Contract's Withdrawal Charge Rate Schedule. There is no charge for this Endorsement.

If the Contract to which this Endorsement is attached provides for a Premium Bonus, the term Premium as used in this Endorsement includes the Premium Bonus, and the term Withdrawal Charge includes Premium Bonus Vesting Adjustment.

This Endorsement adds a Market Value Adjustment provision and a Market Value Adjustment Factor to Your Contract.

- **Market Value Adjustment**

A Market Value Adjustment will be applied to any portion of a surrender or Withdrawal that is subject to a Withdrawal Charge and will be calculated as a separate adjustment that is in addition to any applicable Withdrawal Charge. A Market Value Adjustment will not be applied to any portion of a surrender or Withdrawal that is not subject to a Withdrawal Charge or to any payments made by Us in settlement of Your Contract's Death Benefit or Death Proceeds.

A Market Value Adjustment is equal to  $(A \times B)$  where:

- A is the surrender or Withdrawal amount that is subject to a Market Value Adjustment; and
- B is the Market Value Adjustment Factor applicable to the surrender or Withdrawal amount.

The Market Value Adjustment applicable to each surrender or Withdrawal amount can be positive or negative.

A positive Market Value Adjustment will increase the surrender or Withdrawal amount payable, but in no event will the surrender or Withdrawal amount payable ever be increased by more than the Withdrawal Charge applicable to the amount surrendered or withdrawn.

A negative Market Value Adjustment will decrease the surrender or Withdrawal amount payable, but in no event will the surrender or Withdrawal amount payable ever be decreased by more than the Maximum Negative Market Value Adjustment.

The Maximum Negative Market Value Adjustment at any time is equal to  $[A \times (B - C)] - D$  where:

- A is the Maximum Negative Market Value Adjustment Percentage;
- B is the Accumulated Value after the surrender or Withdrawal made on the date the Market Value Adjustment is calculated;
- C is the Market Value Adjustment Base; and
- D is any previous negative Market Value Adjustments deducted from Your Contract.

In the above calculation, the Market Value Adjustment Base is equal to (1) – (2) – (3) where:

- (1) is the Premium;
- (2) is any Free Withdrawal amounts paid, including any Free Withdrawal amount paid on the date that the Market Value Adjustment is calculated; and
- (3) is gross Withdrawal amounts of any type from the Accumulated Value with respect to Withdrawal amounts that are in excess of any Free Withdrawal amounts, including any such Withdrawal amounts or surrender made on the date the Market Value Adjustment is calculated.

The Market Value Adjustment Base may be positive, negative or zero.

For purposes of calculating the Market Value Adjustment, We will consider the surrender or Withdrawal amount to be deducted first from the Premium and then from any interest credited to Your Contract. To the extent any portion of the surrender or Withdrawal amount is a Free Withdrawal amount, the first amount deducted from Your Contract will be considered the Free Withdrawal amount. Once Premium and interest have been deducted from Your Contract, that Premium and interest will not be utilized in calculating any future Market Value Adjustment.

- **Maximum Negative Market Value Adjustment Percentage**

The Maximum Negative Market Value Adjustment Percentage is used in the calculation of the Maximum Negative Market Value Adjustment. The Maximum Negative Market Value Adjustment Percentage will be the percentage declared and in effect on the Contract Date. The Maximum Negative Market Value Adjustment Percentage is guaranteed for the life of Your Contract. The Maximum Negative Market Value Adjustment Percentage is shown on this Endorsement Data Page.

- **Market Value Adjustment Factor**

A Market Value Adjustment Factor will be used in the calculation of the Market Value Adjustment. For purposes of calculating a Market Value Adjustment Factor, the Premium and any interest credited to Your Contract, regardless of the date on which the interest was credited, will be assigned a beginning index value equal to the closing value of the Market Value Adjustment Index on the day before the Contract Date.


The Market Value Adjustment Factor is equal to  $[0.50 \times (A - B) \times N/12]$  where:

- A is the beginning index value assigned to the Premium and interest, if any, that for purposes of calculating the Market Value Adjustment, are considered deducted from Your Contract;
- B is the closing value of the Market Value Adjustment Index on the day before the surrender or Withdrawal is processed by Us, plus 0.25%; and
- N is the number of complete contract months remaining before the Withdrawal Charge Rate Schedule expires, calculated from the date the surrender or Withdrawal is processed by Us.

The Market Value Adjustment Index is shown on the Data Page of this Endorsement. The daily value of the Market Value Adjustment Index will be published for review on Our public website.

If a closing value for the Market Value Adjustment Index is not available on any day for which a closing value is needed, then the closing value as of the first preceding day for which a closing value is available will be used.

If the Market Value Adjustment Index is discontinued, or if We are unable for any reason to utilize the Market Value Adjustment Index, or if the calculation of these values are substantially changed, We will substitute another method of determining the values that will be used in the above calculation and will notify You of such change at Your last known address on file with Us.

  
Richard C. Cohan  
Secretary

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<b>State:</b>	Arkansas	<b>Filing Company:</b>	Aviva Life and Annuity Company
<b>TOI/Sub-TOI:</b>	A07I Individual Annuities - Special/A07I.001 Equity Indexed		
<b>Product Name:</b>	TBS5 (09/12) et. al		
<b>Project Name/Number:</b>	TBS5 (09/12) et. al /AMER-128754594		

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
Readability Certification - Generic.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:			
Attachment(s):			
80500 Application.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
TBS SOV 10.23.2012.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certification		
Comments:			
Attachment(s):			
AR Certification.PDF			

**Aviva Life and Annuity Company**  
**READABILITY CERTIFICATION**

I hereby certify to the accuracy of the Flesch reading ease test score for the following forms. The forms are at least 10 point type, 2 point leaded.

<b>TITLE</b>	<b>FORM NUMBER</b>	<b>FLESCH SCORE</b>
Single Premium Indexed Deferred Annuity Contract	TBS5 (09/12)	50.0
Single Premium Indexed Deferred Annuity Contract	TBS10 (09/12)	50.0
Single Premium Indexed Deferred Annuity Contract	TBS15 (09/12)	50.0
Fixed Strategy Endorsement	TBSFIX (09/12)	50.1
Point-to-Point Index Strategy Endorsement	TBSPTP (09/12)	51.7
Point-to-Point Multiple Index Strategy Endorsement	TBSMI (09/12)	51.1
No Cap Point-to-Point Index Strategy Endorsement	TBSNCPTP (09/12)	51.7
Monthly Average Index Strategy Endorsement	TBSMA (09/12)	52.1
Monthly Cap Index Strategy Endorsement	TBSMC (09/12)	50.2
Income Benefit Rider	TBSIRI (09/12)	51.8
Income Benefit Rider	TBSIRF (09/12)	51.8
Market Value Adjustment Endorsement	TBSMVA (09/12)	53.0



Jaime L Gertsen  
Product Compliance Analyst  
October 22, 2012

**Aviva Life and Annuity Company**

7700 Mills Civic Parkway West Des Moines, IA 50266-3862  
Mail Processing Center: P.O. Box 10433  
Des Moines, IA 50306-0433  
(888) 252 5530  
(866) 709 3921 Fax

**Application for Deferred or Indexed Deferred Annuity****1 Product**

Product Name: \_\_\_\_\_

Rider(s): \_\_\_\_\_

**2 Annuitant**

First Name (as to appear on contract) \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ ☐ Male ☐ Female

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**3 Joint Annuitant**

If applicable

First Name (as to appear on contract) \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ ☐ Male ☐ Female

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**4 Owner**

If other than Annuitant

First Name of Individual or Entity \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security or Tax I.D. Number \_\_\_\_\_ ☐ Male ☐ Female Relationship to Annuitant(s) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**Note:** If the proposed owner(s) is not a natural person, for example a trust, a corporation or an association, then additional documentation will be required to establish the entity's legal identity and who has authority to legally act on behalf of the entity.

**5 Joint Owner**

Not applicable to qualified contracts

First Name of Individual or Entity \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security or Tax I.D. Number \_\_\_\_\_ ☐ Male ☐ Female Relationship to Annuitant(s) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**AZ Residents:**

**Upon Written Request the Company will provide within a reasonable time reasonable factual information regarding the benefits and provisions of Your Contract.**

**If You are not satisfied with Your Contract, return it to the Company within 10 days (30 days if the Contract Owner is sixty-five years of age or older on the date of the application) after the Contract is delivered and receive a full refund of all monies paid.**



\* 8 0 5 0 0 0 6 0 8 0 1 \*



**6 Contingent Owner**

If Owner and Annuitant are different

First Name of Individual or Entity \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Social Security or Tax I.D. Number \_\_\_\_\_ ☐ Male ☐ Female Relationship to Annuitant(s) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**7 Funding Source**

Premium Submitted with Application: \$ \_\_\_\_\_

Anticipated Premium from Transfer: \$ \_\_\_\_\_

**8 Tax Qualification**

Select ALL that apply

☐ Non-Qualified

☐ 1035 Exchange

☐ Internal Conversion

Contract Number: \_\_\_\_\_

☐ IRA

☐ Roth IRA

☐ SEP IRA

☐ Keogh/HR-10

☐ Other Qualified Plan\*

\*Owner must be the Plan

Select ALL that apply:

☐ Contribution for Tax Year: \_\_\_\_\_

☐ Rollover (Within 60 days)

☐ Direct Transfer from IRA/SEP

☐ Direct Transfer from ROTH IRA

☐ Roth Conversion

☐ Direct Transfer from 401(k);  
HR10; 403(b); Pension Plan

**9 Replacement**

1. ☐ Yes ☐ No Do you have an existing life insurance policy or an existing annuity contract?

2. ☐ Yes ☐ No Will this annuity replace or change an existing life insurance policy or annuity contract?

**10 Beneficiaries**

Unless otherwise specified, multiple surviving beneficiaries will share equally. If a beneficiary is not a natural person, include name and date on the Beneficiary Name line. All beneficiaries must be living at the time of application.

☐ Primary ☐ Contingent ☐ Tertiary

Beneficiary Name \_\_\_\_\_ SSN or Tax I.D. \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_ %

☐ Primary ☐ Contingent ☐ Tertiary

Beneficiary Name \_\_\_\_\_ SSN or Tax I.D. \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_ %

☐ Primary ☐ Contingent ☐ Tertiary

Beneficiary Name \_\_\_\_\_ SSN or Tax I.D. \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_ %

☐ Primary ☐ Contingent ☐ Tertiary

Beneficiary Name \_\_\_\_\_ SSN or Tax I.D. \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_ %

☐ Primary ☐ Contingent ☐ Tertiary

Beneficiary Name \_\_\_\_\_ SSN or Tax I.D. \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_ %

\*The sum of the percentages for Primary, Contingent, and Tertiary Beneficiaries, respectively, must total 100%.

**11 Special Instructions**

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**12 Agreements and Signatures**

The Owner agrees to the following:

1. All statements and answers to questions in this application are true to the best of my knowledge and belief.
2. The effective date of the Contract will be the Contract Date set by the Company.
3. No producer or person other than the President or Secretary of the Company has the authority to change or modify the Contract or waive any of its provisions.

**AR Residents:** Any person who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**CO Residents:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or producer of an insurance company who knowingly provides false, incomplete or misleading facts or information to a contract holder or claimant for the purpose of defrauding or attempting to defraud the contract holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DC Residents:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**FL Residents:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Residents of KY, LA, NM, OH:** Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer submits an application or files a claim containing a false or deceptive statement is guilty of fraud.

**MD Residents:** Any person who knowingly and willfully presents a fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Residents of ME, TN and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

**PA Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Residents of all states except DE, IN, MN, MO, OR, PA, UT and WA:**  
Amounts payable under the Contract are subject to a Market Value Adjustment (if applicable) on the date or dates, as specified in the Contract.

**Indexed Deferred Annuity Applicants:**

I understand that I am applying for an equity indexed deferred annuity and realize that while the values of the contract may be affected by an external index, the contract does not directly participate in any stock or equity investments. I further understand that index-linked interest credits will not be credited to any amount withdrawn during a term period and that any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.

I have received a copy of the disclosure material and understand that the results shown, other than the Guaranteed Minimum Values, are not guarantees, promises, or warranties.

**Payment must be made payable to Aviva Life and Annuity Company.**

Signed at: \_\_\_\_\_ (city) \_\_\_\_\_ (state) on \_\_\_\_\_ (date)

\_\_\_\_\_  
Annuitant Signature

\_\_\_\_\_  
Joint Annuitant Signature (if applicable)

\_\_\_\_\_  
Owner Signature (if other than Annuitant)

\_\_\_\_\_  
Joint Owner Signature (if applicable)



**13 Producer  
Use Only:**

1. ☐ Yes ☐ No Does the applicant have an existing life insurance policy or an existing annuity contract?  
2. ☐ Yes ☐ No Will this annuity replace or change an existing life insurance policy or annuity contract?  
(If yes to either question, and if required by state regulation, replacement forms must accompany this application.)

By signing below, I certify that I have truly and accurately recorded on this application the information provided by the applicant. I certify that only company approved sales materials were used and that copies of such materials were 1) left with the client and 2) retained in my files. I certify that any required disclosure material has been presented to the applicant. I have not made any statements which differ from this material nor have I made any promises, about the future expected values of this Contract.

\_\_\_\_\_  
Producer Signature

\_\_\_\_\_  
Producer Name (print please)

\_\_\_\_\_  
Producer Number

\_\_\_\_\_  
Producer Insurance License Number  
(FL only)

\_\_\_\_\_  
Producer Phone Number and/or email address

Complete the following section for any split producers and indicate the split percentages.

Producer Name	Producer Number	Producer Insurance License Number (FL only)	Split %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
			100%

☐ Option 1 ☐ Option 2 ☐ Option 3

(If unchecked, the default is Option 1.)



**Aviva Life and Annuity Company**  
**Statement of Variability**

<u>Form Number:</u> <u>TBS15 (09/12)</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Premium		\$ amount that varies for each contract owner depending on Premium Size		Upon contract issuance	Varies for each contract
Premium Bonus Percentage	1%	20%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule					
Year 1	0%	15.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 2	0%	15.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 3	0%	14.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 4	0%	14.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 5	0%	13.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 6	0%	13.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 7	0%	12.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 8	0%	11.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 9	0%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 10	0%	9.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 11	0%	8.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 12	0%	7.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 13	0%	6.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 14	0%	5.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 15	0%	4.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Vesting Percentage Schedule					
Year 1	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 2	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 3	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 4	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 5	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 6	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 7	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 8	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 9	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 10	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 11	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 12	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 13	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 14	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 15	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Free Withdrawal Percentage Schedule					
Year 1	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 2	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 3	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 4	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 5	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 6	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 7	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 8	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 9	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 10	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 11	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 12	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 13	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 14	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 15	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Withdrawal Amount	\$25	\$2,500	Based on administrative procedures	Upon contract issuance	As needed for newly issued contracts
Confinement Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments		The company chooses to offer this feature on newly issued contracts. This decision will be based on the economic and competitive environment.			
Waiting Period for feature: (X) Contract Year	First	Fifth	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement beginning date for feature: (x year(s)) after the Contract Date	One	Five	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Terminal Illness Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments		The company chooses to offer this feature on newly issued contracts. This decision will be based on the economic and competitive environment.			
Waiting Period for feature: (X) Contract Year	First	Fifth	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Death Benefit Floor		The company chooses to offer this feature on newly issued contracts. This decision will be based on the economic and competitive environment.			
Death Benefit Floor Interest Rate	0.25%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Settlement		Interest rate, mortality table and guaranteed monthly income rates will change for newly issued contracts based on the economic and competitive environment.			

**Aviva Life and Annuity Company**  
**Statement of Variability**

<u>Form Number:</u> <u>TBS10 (09/12)</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Premium		\$ amount that varies for each contract owner depending on Premium Size		Upon contract issuance	Varies for each contract
Premium Bonus Percentage	1%	20%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule					
Year 1	0%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 2	0%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 3	0%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 4	0%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 5	0%	9.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 6	0%	8.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 7	0%	7.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 8	0%	6.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 9	0%	5.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 10	0%	4.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Vesting Percentage Schedule					
Year 1	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 2	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 3	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 4	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 5	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 6	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 7	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 8	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 9	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 10	0%	100%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Free Withdrawal Percentage Schedule					
Year 1	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 2	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 3	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 4	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 5	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 6	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 7	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 8	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 9	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 10	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Withdrawal Amount	\$25	\$2,500	Based on administrative procedures	Upon contract issuance	As needed for newly issued contracts
Confinement Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments			The company chooses to offer this feature on newly issued contracts. This decision will be based on the economic and competitive environment.		
Waiting Period for feature: {X} Contract Year	First	Fifth	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement beginning date for feature: {x year(s)} after the Contract Date	One	Five	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Terminal Illness Waiver of Withdrawal Charges, Premium Bonus Vesting Adjustments and Market Value Adjustments			The company chooses to offer this feature on newly issued contracts. This decision will be based on the economic and competitive environment.		
Waiting Period for feature: {X} Contract Year	First	Fifth	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Death Benefit Floor			The company chooses to offer this feature on newly issued contracts. This decision will be based on the economic and competitive environment.		
Death Benefit Floor Interest Rate	0.25%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Settlement			Interest rate, mortality table and guaranteed monthly income rates will change for newly issued contracts based on the economic and competitive environment.		

**Aviva Life and Annuity Company**  
**Statement of Variability**

<u>Form Number:</u> <u>TBS5 (09/12)</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Premium			\$ amount that varies for each contract owner depending on Premium Size	Upon contract issuance	Varies for each contract
Withdrawal Charge Rate Schedule					
Year 1	0%	8.30%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 2	0%	7.80%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 3	0%	6.80%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 4	0%	5.90%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 5	0%	4.90%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Free Withdrawal Percentage Schedule					
Year 1	0%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 2	5%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 3	5%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 4	5%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Year 5	5%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Withdrawal Amount	\$25	\$2,500	Based on administrative procedures	Upon contract issuance	As needed for newly issued contracts
Confinement Waiver of Withdrawal Charges and Market Value Adjustments			The company chooses to offer this feature on newly issued contracts. This decision will be based on the economic and competitive environment.		
Waiting Period for feature: (X) Contract Year	First	Fifth	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement beginning date for feature: (x year(s)) after the Contract Date	One	Five	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Terminal Illness Waiver of Withdrawal Charges and Market Value Adjustments			The company chooses to offer this feature on newly issued contracts. This decision will be based on the economic and competitive environment.		
Waiting Period for feature: (X) Contract Year	First	Fifth	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Death Benefit Floor			The company chooses to offer this feature on newly issued contracts. This decision will be based on the economic and competitive environment.		
Death Benefit Floor Interest Rate	0.25%	10%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Settlement			Interest rate, mortality table and guaranteed monthly income rates will change for newly issued contracts based on the economic and competitive environment.		

**Aviva Life and Annuity Company**  
**Statement of Variability**

<b><u>Fixed Strategy Endorsement:</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Need for Variability / How Values are Determined</u></b>	<b><u>Anticipated time when value may become fixed</u></b>	<b><u>Anticipated Frequency of Change</u></b>
<b><u>TBSFIX (09/12)</u></b>					
Initial Interest Rate	0.25%	20.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Renewal Interest Rate	0.25%	20.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Strategy Value Interest Rate	1.00%	3.00%	Based on change in 5-year Treasury	Upon contract issuance	As needed for newly issued contracts
<b><u>Point-to-Point Index Strategy Endorsement:</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Need for Variability / How Values are Determined</u></b>	<b><u>Anticipated time when value may become fixed</u></b>	<b><u>Anticipated Frequency of Change</u></b>
<b><u>TBSPTP (09/12)</u></b>					
Index Term Period	1 Year	10 Years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Index	S&P 500® Index, MSCI® EAFE®, Dow Jones Industrial Average™, NASDAQ-100®, Russell 2000® Index, Euro Stoxx 50®, Hang Seng Index®, S&P 500® Daily Risk Control 5% Index ER, S&P 500® Daily Risk Control 10% Index ER or another Index	Could change is Index is discontinued, if we are unable to obtain the index value, if the calculation of the index value changes substantially or based on the economic and competitive environment.	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts; for inforce contracts, only if the index is discontinued, no longer available to us, or substantially changed. We will notify the policyholder of any change.
Initial Cap Rate	0.50%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Cap Rate	0.50%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Participation Rate	5.00%	200.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Participation Rate	5.00%	200.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Annual Spread	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum Annual Spread	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Death Benefit and Settlement Option Interest Rate	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Strategy Value Interest Rate	1.00%	3.00%	Based on change in 5-year Treasury	Upon contract issuance	As needed for newly issued contracts
Maximum Allocation Percentage Limit	0%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
<b><u>Monthly Cap Index Strategy Endorsement:</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Need for Variability / How Values are Determined</u></b>	<b><u>Anticipated time when value may become fixed</u></b>	<b><u>Anticipated Frequency of Change</u></b>
<b><u>TBSMC (09/12)</u></b>					
Index Term Period	1 Year	10 Years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Index	S&P 500® Index, MSCI® EAFE®, Dow Jones Industrial Average™, NASDAQ-100®, Russell 2000® Index, Euro Stoxx 50®, Hang Seng Index®, S&P 500® Daily Risk Control 5% Index ER, S&P 500® Daily Risk Control 10% Index ER or another Index	Could change is Index is discontinued, if we are unable to obtain the index value, if the calculation of the index value changes substantially or based on the economic and competitive environment.	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts; for inforce contracts, only if the index is discontinued, no longer available to us, or substantially changed. We will notify the policyholder of any change.
Initial Monthly Cap Rate	0.25%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Monthly Cap Rate	0.25%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Participation Rate	5.00%	200.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Participation Rate	5.00%	200.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Annual Spread	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum Annual Spread	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Death Benefit and Settlement Option Interest Rate	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Strategy Value Interest Rate	1.00%	3.00%	Based on change in 5-year Treasury	Upon contract issuance	As needed for newly issued contracts
Maximum Allocation Percentage Limit	0%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts

**Aviva Life and Annuity Company**  
**Statement of Variability**

<u>Point-to-Point Multiple Index Strategy Endorsement:</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
<b><u>TBSMI (09/12)</u></b>					
Index Term Period	1 Year	10 Years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Index	S&P 500® Index, MSCI® EAFE®, Dow Jones Industrial Average™, NASDAQ-100®, Russell 2000® Index, Euro Stoxx 50®, Hang Seng Index®, S&P 500® Daily Risk Control 5% Index ER, S&P 500® Daily Risk Control 10% Index ER or another Index		Could change is Index is discontinued, if we are unable to obtain the index value, if the calculation of the index value changes substantially or based on the economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts; for inforce contracts, only if the index is discontinued, no longer available to us, or substantially changed. We will notify the policyholder of any change.
Initial Index Allocation Percentage 1	0%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Index Allocation Percentage 2	0%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Index Allocation Percentage 3	0%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Cap Rate	0.50%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Cap Rate	0.50%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Participation Rate	5.00%	200.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Participation Rate	5.00%	200.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Annual Spread	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum Annual Spread	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Death Benefit and Settlement Option Interest Rate	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Strategy Value Interest Rate	1.00%	3.00%	Based on change in 5-year Treasury	Upon contract issuance	As needed for newly issued contracts
Maximum Allocation Percentage Limit	0%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
<b><u>Monthly Average Index Strategy Endorsement:</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Need for Variability / How Values are Determined</u></b>	<b><u>Anticipated time when value may become fixed</u></b>	<b><u>Anticipated Frequency of Change</u></b>
<b><u>TBSMA (09/12)</u></b>					
Index Term Period	1 Year	10 Years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Index	S&P 500® Index, MSCI® EAFE®, Dow Jones Industrial Average™, NASDAQ-100®, Russell 2000® Index, Euro Stoxx 50®, Hang Seng Index®, S&P 500® Daily Risk Control 5% Index ER, S&P 500® Daily Risk Control 10% Index ER or another Index		Could change is Index is discontinued, if we are unable to obtain the index value, if the calculation of the index value changes substantially or based on the economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts; for inforce contracts, only if the index is discontinued, no longer available to us, or substantially changed. We will notify the policyholder of any change.
Initial Cap Rate	0.50%	25.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Cap Rate	0.50%	25.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Participation Rate	5.00%	200.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Participation Rate	5.00%	200.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Annual Spread	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum Annual Spread	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Death Benefit and Settlement Option Interest Rate	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Strategy Value Interest Rate	1.00%	3.00%	Based on change in 5-year Treasury	Upon contract issuance	As needed for newly issued contracts
Maximum Allocation Percentage Limit	0%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
<b><u>No Cap Point-to-Point Index Strategy Endorsement:</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Need for Variability / How Values are Determined</u></b>	<b><u>Anticipated time when value may become fixed</u></b>	<b><u>Anticipated Frequency of Change</u></b>
<b><u>TBSNCTP (09/12)</u></b>					
Index Term Period	1 Year	10 Years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Index	S&P 500® Index, MSCI® EAFE®, Dow Jones Industrial Average™, NASDAQ-100®, Russell 2000® Index, Euro Stoxx 50®, Hang Seng Index®, S&P 500® Daily Risk Control 5% Index ER, S&P 500® Daily Risk Control 10% Index ER or another Index		Could change is Index is discontinued, if we are unable to obtain the index value, if the calculation of the index value changes substantially or based on the economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts; for inforce contracts, only if the index is discontinued, no longer available to us, or substantially changed. We will notify the policyholder of any change.
Initial Participation Rate	5.00%	200.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Participation Rate	5.00%	200.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Annual Spread	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum Annual Spread	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Death Benefit and Settlement Option Interest Rate	0.00%	10.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Strategy Value Interest Rate	1.00%	3.00%	Based on change in 5-year Treasury	Upon contract issuance	As needed for newly issued contracts
Maximum Allocation Percentage Limit	0%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
<b><u>Market Value Adjustment Endorsement:</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Need for Variability / How Values are Determined</u></b>	<b><u>Anticipated time when value may become fixed</u></b>	<b><u>Anticipated Frequency of Change</u></b>
<b><u>TBSMVA (09/12)</u></b>					
Market Value Adjustment Index	Could change if Bloomberg discontinues the index, if we are unable to obtain the index value, or if the calculation of the index value changes substantially. We will notify the policyholder of any change.			Upon contract issuance	As needed for newly issued contracts; for inforce contracts, only if the index is discontinued, no longer available to us, or substantially changed.
Maximum Negative Market Value Adjustment Percentage	0.00%	100.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts



**Aviva Life and Annuity Company**  
**Statement of Variability**

<b>Form Number:</b> <b>TBSIRI (09/12)</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Need for Variability / How Values are Determined</b>	<b>Anticipated time when value may become fixed</b>	<b>Anticipated Frequency of Change</b>
Rider Effective Date	12/1/2012	1/1/9999		Varies for each contract owner depending on Issue Age	
Premium		\$ amount that varies for each contract owner depending on Premium Size		Upon contract issuance	Varies for each contract
Issue Age	0	100		Varies for each contract owner depending on Issue Age	
Rider Charge Rate	0.00%	5.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Attained Age for Lifetime Income Benefits	0	65	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum Inflation Adjustment Period	0 years	30 years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Premium Protection	This wording will appear at the company's discretion on newly issued contracts. It will change as needed for newly issued contracts based on the economic and competitive environment.				
Premium Protection Period	0 years	30 years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Interest Credit Applied Percentage	0%	500%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Level Annual Maximum Lifetime Income Benefit as of the Contract Date for Single Life Benefit Withdrawals		\$ amount based on Duration, Issue Age, Premium and Joint vs. Single Payouts		Upon contract issuance	As needed for newly issued contracts
Level Annual Maximum Lifetime Income Benefit as of the Contract Date for Joint Life Benefit Withdrawals		\$ amount based on Duration, Issue Age, Premium and Joint vs. Single Payouts		Upon contract issuance	As needed for newly issued contracts
Guaranteed Minimum Inflation Adjustment Percentages	0.00	1.00	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement Income Benefit	This wording will appear at the company's discretion on newly issued contracts. It will change as needed for newly issued contracts based on the economic and competitive environment.				
Confinement Income Trigger Period	0 days	365,730 days	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement Income Benefit Limit Period	12 months	Lifetime	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement Qualification Waiting Period	0 years	10 years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement Income Benefit Multiplier	1	10	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
CPI for a given date	one month	six months	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum CPI increase applicable	1%	20%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Inflation Adjusted Income		This wording will appear throughout the policy form if the company chooses to offer this feature on newly issued contracts			
Wording, "the earlier of the time the Extended Income Guarantee Phase is entered and	This wording will appear at the company's discretion on newly issued contracts. It will change as needed for newly issued contracts based on the economic and competitive environment.				
Premium Bonus Vesting Adjustments		References to this will only appear in newly issued contracts that are attached to a base policy with a Premium Bonus.			
Termination - Letter (D) {x} months following the Rider Effective Date	1 months	60 months	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Termination - Letter (D) {or a Term End Date on or after the {xth} anniversary of the Rider Effective Date}	First	Tenth	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Termination - Letter (F)	Only one version of the bracketed letter F) will appear for newly issued contracts. Will update as needed for newly issued contracts based on state regulations.				

**Aviva Life and Annuity Company**  
**Statement of Variability**

<b>Form Number:</b> <b>TBSIRF(09/12)</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Need for Variability / How Values are Determined</b>	<b>Anticipated time when value may become fixed</b>	<b>Anticipated Frequency of Change</b>
Rider Effective Date	12/1/2012	1/1/9999		Varies for each contract owner depending on Issue Age	
Premium		\$ amount that varies for each contract owner depending on Premium Size		Upon contract issuance	Varies for each contract
Issue Age	0	100		Varies for each contract owner depending on Issue Age	
Rider Charge Rate	0.00%	5.00%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Minimum Attained Age for Lifetime Income Benefits	0	65	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum Inflation Adjustment Period	0 years	30 years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Premium Protection	This wording will appear at the company's discretion on newly issued contracts. It will change as needed for newly issued contracts based on the economic and competitive environment.				
Premium Protection Period	0 years	30 years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Level Annual Maximum Lifetime Income Benefit as of the Contract Date for Single Life Benefit Withdrawals		\$ amount based on Duration, Issue Age, Premium and Joint vs. Single Payouts		Upon contract issuance	As needed for newly issued contracts
Level Annual Maximum Lifetime Income Benefit as of the Contract Date for Joint Life Benefit Withdrawals		\$ amount based on Duration, Issue Age, Premium and Joint vs. Single Payouts		Upon contract issuance	As needed for newly issued contracts
Guaranteed Minimum Inflation Adjustment Percentages	0.00	1.00	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement Income Benefit	This wording will appear at the company's discretion on newly issued contracts. It will change as needed for newly issued contracts based on the economic and competitive environment.				
Confinement Income Trigger Period	0 days	365,730 days	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement Income Benefit Limit Period	12 months	Lifetime	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement Qualification Waiting Period	0 years	10 years	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Confinement Income Benefit Multiplier	1	10	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
CPI for a given date	one month	six months	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum CPI increase applicable	1%	20%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Inflation Adjusted Income	This wording will appear throughout the policy form if the company chooses to offer this feature on newly issued contracts				
Wording, "the earlier of the time the Extended Income Guarantee Phase is entered and	This wording will appear at the company's discretion on newly issued contracts. It will change as needed for newly issued contracts based on the economic and competitive environment.				
Premium Bonus Vesting Adjustments		References to this will only appear in newly issued contracts that are attached to a base policy with a Premium Bonus.			
Termination - Letter (D) {x} months following the Rider Effective Date	1 months	60 months	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Termination - Letter (D) {or a Term End Date on or after the {xth} anniversary of the Rider Effective Date}	First	Tenth	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Termination - Letter (F)	Only one version of the bracketed letter F) will appear for newly issued contracts. Will update as needed for newly issued contracts based on state regulations.				

CERTIFICATION

Aviva Life and Annuity Company

State of Arkansas

I hereby certify that his filing submission meets the provisions of Regulation 19s10B as well as all applicable requirements of the Department. Furthermore, I certify that this submission is in compliance with the External index Guidelines as set forth by the Department.

A handwritten signature in black ink, appearing to read "Chris Cecak", with a long horizontal flourish extending to the right.

Chris Cecak

Product Compliance Specialist

November 2, 2012